



**Department of
Design and
Construction**

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

DIVISION OF INFRASTRUCTURE

30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

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

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
____ ADDENDUMS

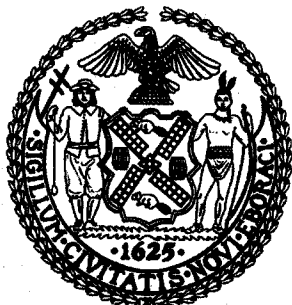
DDC CLIENT AGENCY:
**DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

PREPARED BY:

IN HOUSE

DATE PREPARED:

DECEMBER 9 , 2019



VOLUME 1 OF 3 BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: SER20079

**THE CONSTRUCTION OF SANITARY & STORM SEWER,
WATER MAINS AND APPURTENANCE IN:**

**WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET**

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

April 20, 2021

CERTIFIED MAIL - RETURN RECEIPT REQUEST

HUICATAO CORP
72 SHARROTT AVENUE, UNIT H
Staten Island, NY 10309

RE: FMS ID: SER20079
E-PIN: 85020B0045001
DDC PIN: 8502019SE0045C
THE CONSTRUCTION OF SANITARY AND
STORM SEWER, WATER MAINS AND
APPURTENANCES IN WILLOW AVENUE-
BOROUGH OF STATEN ISLAND
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$11,678,901.00 submitted at the bid opening on March 03, 2021. 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. Attached are the Signature Agreement pages which must be completed and returned to the agency. The Agreement must be signed by an officer of the corporation or a partner of the firm.
- (2) Submit to the Contracts Unit two properly executed performance and payment bonds. If required for this contract, copies of performance and payment bonds are attached.
- (3) Submit to the Contracts Unit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by New York State Law. The insurance documentation specified in this paragraph is required for registration of the contract with the Comptroller's Office.

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

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

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

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

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

For questions regarding this web-based application, please contact DDC via email at:
ddcservicedesk@ddc.nyc.gov.

Sincerely,



Lorraine Holley
Deputy ACCO



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

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

THE BIDDER MUST CAREFULLY READ THE DATES AND TIMES ON ATTACHMENT 1, AS THEY NOW DIFFER FROM PREVIOUS DDC PROJECTS.

Bid Submission Procedures

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

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

Upon your arrival to 3030 Thomson Ave, please complete the health screen at the kiosk located by the left hand side of the security desk upon your entry. You will need to provide your name, email address and answer a few questions. Once you complete the health screening, you will need to receive a Green Readiness Score to enter our offices. Should you receive a Red Readiness Score, you will not be allowed to enter our offices. These steps are in place to ensure all precautionary safety measures are followed while in the office, as the health and safety of staff and visitors is our number one priority.
3. All bids must be delivered by hand within the time shown on Attachment 1. No bids will be accepted by mail or parcel service (USPS, FedEx, UPS, DHL, etc.).
4. Bid submissions must be in a single, sealed envelope and clearly labeled on the outside with the following:
 - a. Project ID
 - b. Project Name
 - c. e-PIN no.
 - d. Name of Contractor
 - e. Contact person
 - f. Email address
 - g. Phone number
5. Bid submissions must not contain any staples or paper clips.
6. The ACCO staff will provide a time stamp sticker to be applied to the bid envelope.
7. Please use the link indicated on Attachment 1 to join the virtual bid opening.

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NOTICE TO BIDDERS

Pre-Bid Questions (PBQs)

Please be advised that PBQs should be submitted to the Agency Contact Person (CSB_projectinquiries@ddc.nyc.gov) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in BID INFORMATION, page A-5 and SCHEDULE B, page A-37, VOLUME 1 OF 3 of this BID BOOKLET.

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

NYC Contract Financing Loan Fund

Loans at a 3% annual interest rate to perform on New York City contracts

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

Loans of up to \$500,000 at an annual interest rate of 3% are available to eligible* businesses to perform on New York City contracts. Closing fees apply.

*To be eligible for a loan, you must:

- ✓ Have an operating business, AND
- ✓ Be applying for financing as a prime or sub-contractor to use toward a contract with a City agency or City-funded entity.
- ✓ Additional Eligibility requirements may also apply.

How it works:

Step 1: Fill out the Contract Financing inquiry form at nyc.gov/contractfinancing

Step 2: If Eligible, a participating lender will contact you within two business days.

Step 3: Begin the loan application process

For more information: **Call 311** or visit **nyc.gov/contractfinancing**

(NO FURTHER TEXT ON THIS PAGE)

NYC Bond Collateral Assistance Fund

If your business is bidding or planning to bid on a project as a prime or subcontractor with a City agency or the NYC Economic Development Corporation (NYCEDC) and the project requires surety bonding, you may be eligible* to receive **up to \$500,000 in Collateral Assistance to enhance your surety bond application** from a participating bond service provider coordinated with the NYC Department of Small Business Services (SBS).

*To be eligible, you must:

- ✓ Have an operating construction business, AND
- ✓ Be bidding or planning to bid **as a prime or subcontractor** on a contract with a City agency or NYCEDC that requires bonding
- ✓ Additional Eligibility requirements may apply.

How it works:

Step 1: Fill out the Bond Collateral Assistance Fund inquiry form at nyc.gov/bondfund

Step 2: If Eligible, the bond service provider will contact you within two business days

Step 3: Begin the bond application process

For more information: **Call 311** or visit nyc.gov/bondfund

(NO FURTHER TEXT ON THIS PAGE)

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

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

A. BID BOOKLET

BID INFORMATION

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SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

- (1) Bid Schedule (Page B-3)
- (2) Bid Form, including Affirmation (Page A-23)
- (3) Bid Security (if required, see Bid Information on Page A-5)
- (4) Schedule B: M/WBE Utilization Plan (Page A-37, if participation goals have been established)

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE WILL RESULT IN THE DISQUALIFICATION OF THE BID.

- (5) Bidder's Certification of Compliance with Iran Divestment Act (Page A-55)
- (6) Special Experience Requirements (Page A-7 & A-8, if applicable)
- (7) Apprenticeship Program Requirements (Page A-44, if applicable)
- (8) Safety Questionnaire (Page A-51)
- (9) Construction Employment Report (Page A-20 if bid is \$1,000,000 or more)
- (10) Any addenda issued prior to the receipt of bids

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE 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, page numbers as noted above.
- (2) If the bidder has any questions or requires additional information, please contact the Agency Contact Person noted on Attachment 1 (Page A-5 of this Bid Booklet).
- (3) **PASSPort Compliance:** The Bidder is advised that Vendex Questionnaires and procedures have been replaced by the PASSPort system. Compliance with PASSPort is mandatory for contract Award. PASSPort details are set forth on Page A-20 of this Bid Booklet.
- (4) **SPECIAL EXPERIENCE REQUIREMENTS:** The Bidder is advised that Special Experience Requirements may apply to this contract. Such requirements are set forth beginning on Page A-7 of this Bid Booklet.

(NO TEXT ON THIS PAGE)

BID INFORMATION(ATTACHMENT1)

PROJECT ID: SER20079

PIN: 8502019SE0045C

Description and Location of Work:

THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND APPURTENANCE IN:WILLOW AVE BETWEEN TOMPKINS AVE AND BAY STREET
Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

Documents Available at: Online at <https://biddocuments.ddcanywhere.nyc/>

Submission of Bids to: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Between **8:30 and 11:00 am on March 3, 2021**

Bid Opening: Live web video stream:

<https://us02web.zoom.us/j/88297825974?pwd=TCtHNVF5SkIKTE8rRDZ5b2JVK08zdz09>

Meeting ID: 882 9782 5974 Password: 000064

Time and Date: 11:30 A.M. on **March 3, 2021**

Pre-Bid Conference: Yes: _____ No: X
If Yes, Mandatory: Optional: _____
Time and Date: _____
Location: _____

Bid Security: Bid Security is required in the amount set forth below; provided, however, bid security is not required if the TOTAL BID PRICE set forth on the Bid Form is less than \$ 1,000,000.00.
(1) Bond in an amount not less than 10% of the TOTAL BID PRICE set forth on the Bid Form, OR
(2) Certified Check in an amount not less than 2% of the TOTAL BID PRICE set forth on the Bid Form.

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

Agency Contact Person: Lorraine Holley
Phone: 718-391-2601 , Fax 718-391-2627
Email: CSB_projectinquiries@ddc.nyc.gov



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

(NO TEXT ON THIS PAGE)

SPECIAL EXPERIENCE REQUIREMENTS

(A) SPECIAL EXPERIENCE REQUIREMENTS FOR THE BIDDER:

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

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

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

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

- Trunk Water Main Work:** The Entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.
- Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The Entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.
For professional services in connection with BMP Work (i.e., monitoring and reporting services), the individual who will perform the required services must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work. Additional requirements are set forth below.
 - The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
 - The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.
- Micro-Tunneling/Pipe Jacking Work:** The Entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
- OTHER:** _____

(B) SPECIAL EXPERIENCE REQUIREMENTS FOR SPECIFIC AREAS OF WORK:

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

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

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

- **Hazmat Work:** Hazmat Work is any item of work in the Bid Schedule that begins with the prefix 8.01. The Entity that will perform any Hazmat Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least five (5) projects similar in scope and type to the required work.
- **Pile, CFA Pile, and/or Mini-Pile Work:** The Entity that will perform the Pile, CFA Pile and/or Mini-Pile Work must, within the last three (3) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.

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

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

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

- **OTHER:** _____

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

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

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

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

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

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

M/WBE PROGRAM: M/WBE UTILIZATION PLAN

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

Schedule B: M/WBE Utilization Plan: The M/WBE Utilization Plan for this Contract is set forth in this Bid Booklet starting on page A-37. The M/WBE Utilization Plan (Part I) indicates whether Participation Goals have been established for this Contract. If Participation Goals have been established for this Contract, the bidder must submit an M/WBE Utilization Plan (Part II) with its bid.

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

Rejection of the Bid: The bidder must complete Schedule B: M/WBE Utilization Plan (Part II) set forth in this Bid Booklet starting on page A-39.

The bidder's submission of Schedule B must include both the Vendor Certification and Required Affirmations (see Section V of Part II). If the bidder does not provide a complete Schedule B submission at the time of bid, the Agency will deem the bid 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's requirements are set forth in Article 67 of the Contract.

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided

further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

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

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

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

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

C. **THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART II). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS (SEE SECTION V OF PART II) WILL BE DEEMED TO BE NON-**

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

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, 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 MWBEModification@ddc.nyc.gov. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

11. Modification of **M/WBE Utilization Plan**. (a) A Contractor may request a modification of its **M/WBE Utilization Plan** after award of this Contract. **PLEASE NOTE: If this Contract is a public works project subject to GML §101(5) (i.e., a contract valued at or below \$3M for projects in New York City) or if the Contract is subject to a project labor agreement in accordance**

with Labor Law §222, and the bidder is required to identify at the time of bid submission its intended subcontractors for the Wicks trades (plumbing and gas fitting; steam heating, hot water heating, ventilating and air conditioning (HVAC); and electric wiring), the Contractor may request a Modification of its M/WBE Utilization Plan as part of its bid submission. The Agency may grant a request for Modification of a Contractor's M/WBE Utilization Plan if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an **M/WBE** Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the **M/WBE** Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for an **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the **M/WBE** Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the **M/WBE** Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:
 - (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
 - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
 - (c) making a finding that the Contractor is in default of the Contract;
 - (d) terminating the Contract;
 - (e) declaring the Contractor to be in breach of Contract;
 - (f) withholding payment or reimbursement;
 - (g) determining not to renew the Contract;
 - (h) assessing actual and consequential damages;
 - (i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the **M/WBE** Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals

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

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

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

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

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

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

PRE-AWARD PROCESS

The bidder is advised that as part of the pre-award review of its bid, the Agency will require the three lowest apparent responsive and responsible bidders to submit the information described in Sections (A) through (D) below. These bidders will be notified by DDC (by email, facsimile, or in writing), and the Agency's notice will specify the types of information that the bidder must submit to the Agency. The types of information the bidder may be required to submit are described below. Once notified, the bidder must submit such information to the Agency within five (5) business days following receipt of notification from DDC that it is among the low bidders. In the event the bidder fails to submit the required information within the specified time frame, the Agency may reject the bid as being non-responsive.

In the event the bidder fails to submit the required information within the specified time frame, the Agency may reject the bid as being nonresponsive.

- (A) **Project Reference Form:** The bidder must complete and submit the Project Reference Form set forth starting on page A-47 of this Bid Booklet. The Project Reference Form consists of three (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:** 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:** 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 (3) 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, the bidder 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 (3) 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:** 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) The bidder's expected means of financing the project. This submission should be based on the assumption that the contractor is required to finance two times (2X) the average monthly billings for the project throughout the contract period.
- (8) Any other issues the bidder sees as impacting the contractor's 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.

PASSPort COMPLIANCE

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

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

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

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

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

CONSTRUCTION EMPLOYMENT REPORT

All bidders will be required to submit either a Construction Employment Report (CER) if the bid amount is \$1,000,000 or greater.

The CER template form is available online at:

https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Constru_Employ_Rpt.pdf

Instructions for completing the Construction Employment Report are available online at:

https://www1.nyc.gov/assets/sbs/downloads/pdf/businesses/DLS_Cons_Employ_Rpt_Inst.pdf

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

REQUIRED FORMS

(NO TEXT ON THIS PAGE)

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: SER20079

**THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND
APPURTENANCE IN:
WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET**

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

Name of Bidder: HUICATAO Corp.

Date of Bid Opening: March 3, 2021

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

Place of Business of Bidder: 72 Sharrott Avenue, Unit H, Staten Island, NY 10309

Bidder's Telephone Number: 718-356-1983 Fax Number: 718-356-2107

Bidder's E-Mail Address: phui@huiconstruction.co

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of New York

Name and Home Address of President: Philip Hui
579 Main Street, Staten Island, NY 10307

Name and Home Address of Secretary: Luis Lopes
31 Emerson Drive, Morganville, NJ 07751

Name and Home Address of Treasurer: William Hui
571 Rensselaer Ave., Staten Island, NY 10312

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 the bidder, the bidder and the bidder's 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" where used herein shall mean the individual bidder, firm, partnership or corporation executing this bid).

6. Compliance Report

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

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

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

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

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

Section V - Vendor Certification and Required Affirmations:

I hereby:

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

BID FORM

PROJECT ID. SER20079

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)**

\$ 11,678,901 /
TL

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: HUICATAO Corp.

By: Philip Hui, President
(Signature of Partner or corporate officer)

Attest: Luis Lopes Secretary of Corporate Bidder
(Corporate Seal)

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true.

(Signature of the person who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____,

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF NEW YORK, COUNTY OF _____ ss:
_____ being duly sworn says:
I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
_____ day of _____,

Notary Public

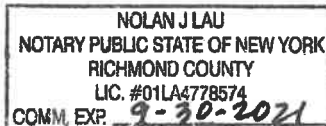
AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Richmond ss:
Philip Hui being duly sworn says:
I am the President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at
579 Main Street, Staten Island, NY 10307
I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Corporate Officer who signed the Bid)

Subscribed and sworn to before me this
3rd day of March, 2021

Nolan J. Lau
Notary Public



AFFIRMATION

PROJECT ID. SER20079

The undersigned bidder affirms and declares that said bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except:

None

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

Full Name of Bidder: HUICATAO Corp.
Address: 72 Sharrott Avenue, Unit H
City Staten Island State New York Zip Code 10309

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

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

C- Corporation
EMPLOYER IDENTIFICATION NUMBER

20-4048964

By: 
Signature

Title: Philip Hui, President

If a corporation, place seal here

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

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

BID BOND 2

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the 3rd day of March, 2021.

(Seal)

HUICATAO Corp. _____ (L.S.)

Principal

By: _____

Philip Hui, President

(Seal)

Westport Insurance Corporation _____

Surety

By: _____

Sandra A. Pace
Sandra A. Pace, Attorney-in-Fact

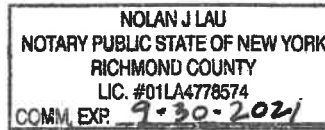
BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Richmond ss:
On this 3rd day of March, 2021, before me personally came
Philip Hui to me known, who, being by me duly sworn, did
depose and say that he/she/they resides at
579 Main Street, Staten Island, NY 10307
that he/she/they is the President of
HUICATAO Corp.

the corporation described in and which executed the foregoing instrument; that he/she/they knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she/they signed his name thereto by like order.

Nolan J Lau



Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

SURETY ACKNOWLEDGMENT

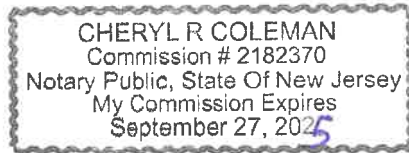
State of **New Jersey**

County of **Union**

On this 3rd day of **March, 2021.**

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

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



My commission expires _____

Cheryl R. Coleman

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

THOMAS M. TRUE, MARC J. MICHALEWSKY, SANDRA A. PACE, MARY J. DAMATO, LISA A. ANDERSON, CHERYL R. COLEMAN, RACHAEL HURLEY AND KEMAL BRKANOVIC JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of March, 2019.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19th day of March, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of March, 2021.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION
A Missouri Corporation
1450 American Lane, Suite 1100 Schaumburg, IL 60173

BALANCE SHEET AS OF DECEMBER 31, 2019
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS	LIABILITIES & POLICYHOLDERS' SURPLUS
CASH AND INVESTED ASSETS	LIABILITIES
Cash, Cash Equivalents & Short-terms 324,080,610	Outstanding Losses and Loss Expense 1,574,719,619
Bonds 3,018,792,139	Unearned Premiums 287,505,894
Preferred Stocks -	Ceded Reinsurance Premiums Payable 250,301,879
Common Stocks 489,467,595	Funds Held 587,700,558
Other Invested Assets 5,949,432	Commissions, Taxes and Other Liabilities 91,787,757
Receivable for Securities 21,690,229	Payable to Parent, Subsidiaries & Affiliates 58,592,669
3,859,980,006	Other Liabilities 452,311,729
OTHER ASSETS	3,302,920,105
Invested Income Due and Accrued 22,501,874	POLICYHOLDERS' SURPLUS
Premium in Course of Collection 320,674,417	Capital Stock 6,345,000
Reinsurance Recoverable 338,285,685	Paid-In Surplus 1,487,217,286
Miscellaneous Assets 240,504,517	Unassigned Funds (14,535,892)
921,966,493	1,479,026,394
TOTAL ADMITTED ASSETS	TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS
4,781,946,499	4,781,946,499

The undersigned, being duly sworn, says: That he is Senior Vice President of Westport Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2019.



Michael A. Ito, Senior Vice President
WESTPORT INSURANCE CORPORATION

Subscribed and sworn before me,
this 6th day of March, 2020

Notary Public



State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Westport Insurance Corporation

Home Office Address Jefferson City, Missouri

Organized under the Laws of Missouri

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

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and legal services insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2021.

EFFECTIVE: 07/01/2020

**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
10th day of January, 2008**

Linda A. Lacewell
Superintendent

By



Ellen R Buxbaum
Special Deputy Superintendent



Original on Watermarked Paper

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

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

It is hereby certified that

Westport Insurance Corporation
of Jefferson City, Missouri

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$1,479,026,394. (Capital \$6,345,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

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



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 2nd
day of April 2020.

Linda A. Lacewell
Superintendent

A handwritten signature in cursive script, appearing to read "Ebf", is written in black ink.

Ellen Buxbaum
Special Deputy Superintendent

(NO TEXT ON THIS PAGE)

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: HUICATAO Corp.

Name of Project: SER200202 Replacement and Extension of Sewers in Eagan Avenue.

Location of Project: Eagan Avenue, and Keegans Lane in the Borough of Staten Island

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

Name: Adam Alweiss, P.E.

Title: Assistant Commissioner Phone Number: 917-417-6784

Brief description of the Project completed or the Project in progress: Installation of Water Mains, Trunk Water Main, Sanitary and Storm Sewers, Roadway Reconstruction.

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

Amount of Contract, Subcontract or Sub-subcontract: \$25,420,408.00

Start Date and Completion Date: Start Date: November 2019 / Completion Date: May 2022

Name of Contractor: HUICATAO Corp.

Name of Project: HWQ274F1 - Reconstruction of Rosedale Area Streets - Phase 1

Location of Project: Rosedale Area Streets, Borough of Queens

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

Name: Adwait Das, P.E.

Title: Borough Director Phone Number: 718-391-2045

Brief description of the Project completed or the Project in progress: Installation of Water Mains, Storm and Sanitary Sewers and Reconstruction of Roadway.

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

Amount of Contract, Subcontract or Sub-subcontract: \$14,444,444.00

Start Date and Completion Date: Start Date: August 20, 2018 / Completion Date: August 18, 2021

QUALIFICATION FORM

Name of Contractor: HUICATAO Corp.

Name of Project: Coney Island Infrastructure Phase 3B

Location of Project: Coney Island, Borough of Brooklyn, NY

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

Name: Robert Ross, P.E.

Title: Vice President Phone Number: 732-557-6100

Brief description of the Project completed or the Project in progress: Installation of
Water Mains

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

Amount of Contract, Subcontract or Sub-subcontract: \$5,514,727.00

Start Date and Completion Date: _____ Completion Date: March 2020

Name of Contractor: HUICATAO Corp.

Name of Project: SER002326 Construction of Storm and Sanitary Sewers in Wardwell Ave.

Location of Project: Wardwell Avenue, Borough of Brooklyn

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

Name: Adam Alweiss, P.E.

Title: Assistant Commisioner Phone Number: 917-417-6784

Brief description of the Project completed or the Project in progress: Installation of
Storm Sewers as well as Sanitary Sewers

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

Amount of Contract, Subcontract or Sub-subcontract: \$4,771,922.00

Start Date and Completion Date: _____ Completion Date: July 2019

QUALIFICATION FORM

Name of Contractor: HUICATAO Corp.

Name of Project: HWR1132B Reconstruction of South Beach Area Streets

Location of Project: South Beach Area Street, Borough of Staten Island

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

Name: Adam Alweiss, P.E.

Title: Assistant Commissioner Phone Number: 917-417-6784

Brief description of the Project completed or the Project in progress: Installation of Storm as well as sanitary sewers

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

Amount of Contract, Subcontract or Sub-subcontract: \$8,718,583.00

Start Date and Completion Date: _____ Completion Date: November 2018

Name of Contractor: HUICATAO Corp.

Name of Project: SER200240 Construction of Sewers and Water Mains in Sprague Ave

Location of Project: Sprague Avenue, Borough of Staten Island

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

Name: Adam Alweiss, P.E.

Title: Assistant Commissioner Phone Number: 917-417-6784

Brief description of the Project completed or the Project in progress: Installation of Water Mains, Storm and Sanitary Sewers, as well as Roadway Reconstruction.

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

Amount of Contract, Subcontract or Sub-subcontract: \$3,863,333.00

Start Date and Completion Date: _____ Completion Date: June 2016

QUALIFICATION FORM

Name of Contractor: HUICATAO Corp.

Name of Project: SEQ200568 Construction of Sewers in Merrill Street

Location of Project: Merrill Street, Borough of Queens

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

Name: Bahman Kiai, P.E.

Title: Resident Engineer Phone Number: 718-525-4602

Brief description of the Project completed or the Project in progress: Installation of Sanitary and Storm Sewers, as well as Water Mains

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

Amount of Contract, Subcontract or Sub-subcontract: \$1,364,444.00

Start Date and Completion Date: _____ Completion Date: May 2017

Name of Contractor: HUICATAO Corp.

Name of Project: EDC - Citywide Ferry Service Program

Location of Project: E.90 Th Street, Borough of Manhattan

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

Name: Danny Li

Title: Vice President Phone Number: 917-208-9902

Brief description of the Project completed or the Project in progress: Installation of Temporary steps and walkway thru Carl Shrutz Park.

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

Amount of Contract, Subcontract or Sub-subcontract: \$405,325.00

Start Date and Completion Date: _____ Completion Date: July 2018

SCHEDULE B: M/WBE UTILIZATION PLAN



SCHEDULE B – M/WBE Utilization Plan

Part 1: M/WBE Participation Goals

Contract Overview (To be completed by contracting agency)

APT E-Pin# 85020B0045 FMS Project ID# SER20079
 Project Title THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND APPURT Agency PIN# 8502019SE0045C
 Contracting Agency Department of Design and Construction Bid/Proposal Opening Date TBD
 Agency Address 30-30 Thomson Avenue City Long Island City State NY ZIP 11101
 Contact Person Tempest B Title MWBE Outreach & Compliance Analyst
 Telephone (718) 391-2604 Email bellamyte@ddc.nyc.gov

Project Description (attach additional pages if necessary)

THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND APPURTENANCE IN: WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET Together With All Work Incidental Thereto

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

M/WBE Participation Goals for Services

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

Prime Contract Industry: _____

Category and Breakdown:
 Unspecified 20.00 %
 Black American _____ %
 Hispanic American _____ %
 Asian American _____ %
 Women _____ %
Total Participation Goals 20.00 %
Line 1

Part 2: M/WBE Participation Plan

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

Section 1: Prime Contractor Contact Information

Tax ID# 20-4048964 FMS Vendor ID# 0002785596
 Business Name HUICATAO Corp. Contact Person Philip Hui
 Business Address 72 Sharrott Ave. Unit H City Staten Island State NY ZIP 10309
 Telephone 718-356-1983 Email phui@huiconstruction.co

Section 3: Contractor M/WBE Utilization Plan

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

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

Section 2: M/WBE Utilization Goal Calculation

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

Total Bid/Proposal Value \$ 11,678,901.17
 multiplied by x
 Total Participation Goals 20 %
(Line 1 above)

Calculated M/WBE Participation Amount \$ 2,335,780
Line 2

OR

Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals
 For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.

Total Bid/Proposal Value \$ _____
 multiplied by x
 Total Revised Participation Goals _____ %

Calculated M/WBE Participation Amount \$ _____
Line 3

(NO TEXT ON THIS PAGE)

Section 4: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? 24 %

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

Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned \$ Amount	Designated for M/WBE		M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
				Y	N			
1. <u>Arborist</u>	<u>Entire Job</u>	<u>Entire Job</u>	<u>\$ 20,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			() -
2. <u>Environmental</u>	<u>Entire Job</u>	<u>Entire Job</u>	<u>\$ 175,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			() -
3. <u>Pile Installation</u>	<u>Middle of Job</u>	<u>Middle of Job</u>	<u>\$ 1,900,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			() -
4. <u>Compaction Testing</u>	<u>Entire Job</u>	<u>Entire Job</u>	<u>\$ 50,000</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			() -
5. <u>Pest Control</u>	<u>Entire Job</u>	<u>Entire Job</u>	<u>\$ 55,000</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			() -
6. <u>Rebar Install</u>	<u>Middle of Job</u>	<u>Middle of Job</u>	<u>\$ 45,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			() -
7. <u>Trucking</u>	<u>Entire Job</u>	<u>Entire Job</u>	<u>\$ 600,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			() -
8. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>			() -
9. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>			() -
10. _____	/ /	/ /	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>			() -

Please be advised Huicatao Corp. is a certified MBE firm who will self perform the majority of the contract.

Section 5: Vendor Certification and Required Affirmations

I hereby:

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

Signature  Date March 3, 2021
 Print Name Philip Hui Title President

Reference 4

Agency/Organization _____ Telephone _____ Contract # _____
Reference Contact _____ Email _____
Contract Start Date _____ Contract End Date _____ Total Contract Value \$ _____
Prime Contract description _____

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor
Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals
Did the Prime Contractor meet Goal requirements? Yes No N/A
If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain _____

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
Percentage of total contract value subcontracted to other vendors _____ %

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed. _____ \$ _____

Reference 5

Agency/Organization _____ Telephone _____ Contract # _____
Reference Contact _____ Email _____
Contract Start Date _____ Contract End Date _____ Total Contract Value \$ _____
Prime Contract description _____

Did the vendor perform as a Prime Contractor or as a Subcontractor? Prime Contractor Subcontractor
Was the Prime Contract subject to any Goals? City M/WBE Goals State Goals Federal Goals No Applicable Goals
Did the Prime Contractor meet Goal requirements? Yes No N/A
If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain _____

If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
Percentage of total contract value subcontracted to other vendors _____ %

If you performed as the Subcontractor, please provide a description and value of work areas you self-performed. _____ \$ _____

Vendor Certification

Identify/list all the work areas you intend on subcontracting on the current anticipated contract for which you are submitting this waiver request.

I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. I further affirm that the work that I did not list as work that will be subcontracted on this contract for which I am submitting this waiver request is work that I have performed on past contracts and will not subcontract if awarded this contract.

Signature _____ Date _____
Print Name _____ Title _____

Approvals (for Agency completion only)		Waiver Determination	
ACCO Signature _____	Date _____	<input type="checkbox"/> Full Waiver Approved	
CCPO Signature _____	Date _____	<input type="checkbox"/> Waiver Denied	
		<input type="checkbox"/> Partial Waiver Approved	
		Revised Participation Goal _____ %	

NO TEXT ON THIS PAGE

APPRENTICESHIP PROGRAM REQUIREMENTS

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

 X YES NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: HUICATAO Corp.

Project ID Number SER20079

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

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

X YES NO

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

X YES NO

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

X YES NO

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


- **Where the bidder directly sponsors any such apprenticeship Program(s), the bidder shall provide the following:**
 - The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner; and/or
 - A copy of a letter(s) from the NYSDOL, on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner and the Active status of such program(s).

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE (“APQ”)

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

HUICATAO Corp. is a member of the General Contractors Association of New York (GCA).

Bidder: HUICATAO Corp.
By:  Title: Philip Hui, President
(Signature of Partner or Corporate Officer)
Date: March 3, 2021

PROJECT REFERENCE FORMS

A. PROJECT REFERENCES – CONTRACTS COMPLETED BY THE BIDDER

List all contracts substantially completed within the last four (4) years, up to a maximum of 10 projects, 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)
Please see attached List A					

A. Project References- Contracts Completed by The Bidder

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
NYCEDC CONTRACT # 5964002 CONEY ISLAND INFRASTRUCTURE PHASE 3B BOROUGH OF BROOKLYN, NY	7,035 LF WATER MAIN (6"-20"Dia.) INSTALLATION OF STREET TREES	\$5,514,727.00	March 2020	N.Y.C. ECONOMIC DEVELOPMENT CORP. 110 WILLIAMS STREET NEW YORK, NY 10038 GENERAL CONTRACTOR: NORTHEAST REMSCO CONSTRUCTION 1433 HIGHWAY 34 SOUTH, B1 FARMINGDALE, NJ 07727	GENERAL CONTRACTOR: ROBERT ROSS, P.E. (732) 557 - 6100
PROJECT # 1215024 EDC - CITYWIDE FERRY SERVICE PROGRAM BOROUGH OF MANHATTAN	E. 90TH STREET DEMOLITION OF TEMPORARY PATHWAY AND RESTORATION OF CARL SHRUTZ PARK	\$279,000.00	NOVEMBER 2019	N.Y.C. ECONOMIC DEVELOPMENT CORP. 110 WILLIAMS STREET NEW YORK, NY 10038 GENERAL CONTRACTOR: TREVCON CONSTRUCTION COMPANY, INC 125 MAIDEN LANE, SUITE #306 NEW YORK, NY 10038	GENERAL CONTRACTOR: DANNY LI (917) 208 - 9902
SER002326 CONSTRUCTION OF STORM & SANITARY SEWERS IN WARDWELL AVENUE BOROUGH OF STATEN ISLAND, NY	2,127 LF SANITARY SEWER (10" Dia.) 1,916 LF STORM SEWER (12"Dia. - 48" Dia.) 12 STORM SEWER CATCH BASINS	\$4,771,922.00	JULY 2019	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: BE CRUZ Co. INC 32 AVENUE OF THE AMERICAS, 13TH FL NEW YORK, NY 10013	OWNER REPRESENTATIVE: ADAM ALWEISS, P.E. (917) 417 - 6784 GENERAL CONTRACTOR: PATRICK TANG (732) 609 - 3474
HWR1132B RECONSTRUCTION OF SOUTH BEACH AREA STREETS BOROUGH OF STATEN ISLAND, NY	6,365 LF SANITARY SEWER (8" - 18" Dia.) 5,158 LF STORM SEWER (12"DIA. - 3'x2' BOX CULVERT) CHAMBER CONSTRUCTION	\$8,718,583.00	NOVEMBER 2018	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: RESTANI CONSTRUCTION CORP. 42-02 BERRIAN BLVD. ASTORIA, NY 11105	OWNER REPRESENTATIVE: ADAM ALWEISS, P.E. (917) 417 - 6784 GENERAL CONTRACTOR: FRANK ANDREASSEN (973) 445 - 8080
RWX-018 REHAB. OF E.168TH ST - STEP STREET BOROUGH OF BRONX, NY	INSTALLATION OF 2 TREES	\$9,760.00	OCTOBER 2018	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: GRAMERCY GROUP INC. 3000 BURNS AVENUE WANTAGH, NY 11793	OWNER REPRESENTATIVE: LAMBERT MONA, P.E. GENERAL CONTRACTOR: NABEEL SHEIKH (917) 972 - 3967



A. Project References- Contracts Completed by The Bidder

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
PROJECT # 1215024 EDC - CITYWIDE FERRY SERVICE PROGRAM BOROUGH OF MANHATTAN	E.90TH STREET TEMPORARY PATHWAY CONSTRUCTION OF TEMP. WALKWAY, INCLUDING STEPS, FENCE, JERSEY BARRIERS THRU CARL SHRUTZ PARK TO PROVIDE ACCESS TO THE FERRY LANDING AT E90TH STREET	\$405,325.00	JULY 2018	N.Y.C. ECONOMIC DEVELOPMENT CORP. 110 WILLIAMS STREET NEW YORK, NY 10038 GENERAL CONTRACTOR: TREVCON CONSTRUCTION COMPANY, INC 125 MAIDEN LANE, SUITE #306 NEW YORK, NY 10038	GENERAL CONTRACTOR: DANNY LI (917) 208 - 9902
SEQ200463 CONSTRUCTION OF SEWERS AND WATER MAINS COLLEGE PLACE BOROUGH OF QUEENS	INSTALLATION OF 70 STREET TREES CONSTRUCTION OF TIDAL WETLANDS (4500 HERBACEOUS PLUGS, GRADING, DEBRIS FENCE, TEMP GOOSE EXCLUSION FENCE, TOPSOIL AND SEEDING)	\$168,435.00	JUNE 2018	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: INTER CONTRACTING CORP. 274 WHITE PLAINS RD, SUITE 6 EASTCHESTER, NY 10709	GENERAL CONTRACTOR: MICHAEL MUTINO (914) 337 - 1350
HURRICANE SANDY NYC BUILD IT BACK PROGRAM II	RECONNECTION OF WATER SERVICES AND SEWER HOUSE CONNECTIONS VARIOUS LOCATIONS BOROUGH OF STATEN ISLAND, QUEENS AND BROOKLYN	\$132,798.00	MAY 2018	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: NAVILLUS INC. 633 3RD AVENUE, 17th FLOOR NEW YORK, NY 10017	GENERAL CONTRACTOR: DAVID KING (212) 750 - 1808
HURRICANE SANDY NYC BUILD IT BACK PROGRAM II	RECONNECTION OF WATER SERVICES AND SEWER HOUSE CONNECTIONS VARIOUS LOCATIONS BOROUGH OF STATEN ISLAND, QUEENS AND BROOKLYN	\$677,403.00	APRIL 2018	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: BAUMGARDNER HOUSE LIFTING 1 EDGEWATER PLAZA, SUITE 216 STATEN ISLAND, NY 10305	GENERAL CONTRACTOR: ANDREW BAUMGARDNER (718) 448 - 7700
CONY ISLAND PHASE II BOROUGH OF BROOKLYN, NY	INSTALLATION OF 8 EA STREET TREES	\$10,000.00	DECEMBER 2017	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: PERFITTO CONTRACTING CO., INC. 250 SIXTH STREET BROOKLYN, NY 11215	OWNER REPRESENTATIVE: BOB YUEH, P.E (917) 355 - 1095 GENERAL CONTRACTOR: THOMAS BUCCIARELLI (718) 858 - 8600



A. Project References- Contracts Completed by The Bidder

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
SER200241 CONSTRUCTION OF SEWERS AND WATER MAINS BLOOMINGDALE AVE. BOROUGH OF STATEN ISLAND	INSTALLATION OF 108 STREET TREES, BMP CONSTRUCTION (GRADING, CANOPY TREES, SHRUBS, SEEDING, HERBACEOUS PLUGS)	\$133,213.00	NOVEMBER 2017	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: INTER CONTRACTING CORP. 274 WHITE PLAINS RD, SUITE 6 EASTCHESTER, NY 10709	OWNER REPRESENTATIVE: ADAM ALWEISS, P.E. (917) 417 - 6784 GENERAL CONTRACTOR: MICHAEL MUTINO (914) 337 - 1350
HURRICANE SANDY NYC BUILD IT BACK PROGRAM II	RELAY OF EXISTING WATER SERVICE 162-15 99TH STREET BOROUGH OF QUEENS	\$18,000.00	AUGUST 2017	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: SKYLINE INDUSTRIES 45-10 VERNON BLVD LONG ISLAND CITY, NY 11101	OWNER REPRESENTATIVE: KEVIN ARSCOTT (646) 772 - 1376
HURRICANE SANDY NYC BUILD IT BACK PROGRAM II	RECONNECTION OF WATER SERVICES VARIOUS LOCATIONS BOROUGH OF QUEENS	\$279,545.00	AUGUST 2017	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: KEL-TECH CONSTRUCTION 12-11 REDFERN AVENUE QUEENS, NY 11691	OWNER REPRESENTATIVE: KEVIN ARSCOTT (646) 772 - 1376
FEMA-4085-DR-NY-03887 BELLEVUE HOSPITAL CIVIL ROADWAYS AND UTILITY DRAINAGE BOROUGH OF MANHATTAN	INSTALLATION OF NEW STORM SEWER, STEEL FACED CONCRETE CURB WITH TRENCH DRAIN, SIDEWALK AND ROADWAY RESTORATION	\$608,000.00	JULY 2017	TDX CONSTRUCTION CORP. 330 SEVENTH AVENUE NEW YORK, NY 10001 GENERAL CONTRACTOR: RESTANI CONSTRUCTION CORP. 42-02 BERRIAN BLVD. ASTORIA, NY 11105	GENERAL CONTRACTOR: GIUSEPPE VACCARO (718) 728 - 0870
SEQ200568 CONST. OF STORM SEWERS AND APPURTENANCES IN MERRILL STREET BOROUGH OF QUEENS, NY	20 LF SANITARY SEWER (8" Dia.) 380 LF STORM SEWER (12" Dia.) 1,040 LF WATER MAIN (6"-8"Dia.) 1,500 SF SIDEWALK CONSTRUCTION 370 LF CONCRETE CURB 2,200 SY ASPHALT PAVEMENT RESTORATION 860 TONS OF CONTAMINATED MATERIAL	\$1,364,444.00	MAY 2017	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER Bahman Kjai, P.E. (718) 525 - 4602



A. Project References - Contracts Completed by The Bidder

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
HURRICANE SANDY NYC BUILD IT BACK PROGRAM II	RELAY OF EXISTING WATER SERVICE 492 BEACH 44TH STREET BOROUGH OF QUEENS	\$18,000.00	FEBRUARY 2017	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: SKYLINE INDUSTRIES 45-10 VERNON BLVD LONG ISLAND CITY, NY 11101	OWNER REPRESENTATIVE: KEVIN ARSCOTT (646) 772 - 1376
VELTMAN AVENUE BOROUGH OF STATEN ISLAND, NY	INSTALLATION OF 6 EA TREES ON VELTMAN AVENUE	\$6,000.00	DECEMBER 2016	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: ADVANCED MILL AND PAVE, INC 214 VINCENT DRIVE EAST MEADOW, NY 11554	OWNER REPRESENTATIVE: ADAM ALWEISS, P.E. (917) 417 - 6784 GENERAL CONTRACTOR: BUSHAN BANDOJI (516) 523 - 2966
SER200240 CONST. SANITARY AND STORM SEWERS, WATER MAINS IN SPRAGUE AVENUE BOROUGH OF STATEN ISLAND, NY	2,250 LF SANITARY SEWER (10" Dia.) 289 LF STORM SEWER (15" - 12" Dia.) 2,352 LF WATER MAIN (6"-12"Dia.) 985 SF SIDEWALK CONSTRUCTION 3,505 LF CONCRETE CURB 1,200 VF TIMBER PILES 10,417 SY ASPHALT PAVEMENT RESTORATION	\$3,863,333.00	JUNE 2016	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101	SAME AS OWNER ADAM ALWEISS, P.E. (917) 417 - 6784
P-502WILL2 CONST. OF STORM SEWERS IN WILLOWBROOK PARK BOROUGH OF STATEN ISLAND, NY	INSTALLATION OF 103 TREES INSIDE WILLOWBROOK PARK; INSTALL TOPSOIL AND GRADE SITE; 23,784 SF OF SEEDING; GOOSE EXCLUSION FENCE AND HERBACEOUS PLANTS (FRESH WATER WETLANDS)	\$177,302.00	MAY 2016	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: INTER CONTRACTING CORP. 274 WHITE PLAINS RD, SUITE 6 EASTCHESTER, NY 10709	OWNER REPRESENTATIVE: ADAM ALWEISS, P.E. (917) 417 - 6784 GENERAL CONTRACTOR: MICHAEL MUTINO (914) 337 - 1350
SER200208 CONST. SANITARY & STORM SEWERS, WATER MAINS IN WARDS POINT STATEN ISLAND, NY	INSTALLATION OF TREES AT THE CONFERENCE HOUSE PARK IN THE BOROUGH OF STATEN ISLAND AND HERBACEOUS PLANTS (TIDAL WETLANDS)	\$163,167.00	OCTOBER 2016	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: PERFETTO CONTRACTING CO., INC. 250 SIXTH STREET BROOKLYN, NY 11215	OWNER REPRESENTATIVE: ADAM ALWEISS, P.E. (917) 355 - 1095 GENERAL CONTRACTOR: CHEZ PERFETTO JR. (718) 858 - 8604



A. Project References - Contracts Completed by The Bidder

PROJECT NAME, LOCATION DESCRIPTION	CONTRACT TYPE/ DETAILS	CONTRACT AMOUNT	DATE COMPLETED	OWNER REFERENCE/ TELEPHONE #	ENGINEER REFERENCE/ TELEPHONE #
HWCSCHB3 SCHOOL SAFETY CORRIDOR BROOKLYN, NY	INSTALLATION OF TREES, SHRUBS, AND PERENNIALS WITHIN A SAFETY ISLAND	\$20,523.00	NOVEMBER 2014	N.Y.C. DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101 GENERAL CONTRACTOR: PERFETTO CONTRACTING CO., INC. 250 SIXTH STREET BROOKLYN, NY 11215	OWNER REPRESENTATIVE: RAUL ALVEREZ (Resident Engineer) (718) 418 - 0537 GENERAL CONTRACTOR: CHEZ PERFETTO JR. (718) 858 - 8604
C1101 6TH STREET GREEN CORRIDOR BROOKLYN, NY	BIOSWALE LANDSCAPING INSTALLATION INSTALLATION OF TREES & HERBACEOUS PLUGS	\$8,630.00	JUNE 2014	GOWANUS CANAL CONSERVANCY PO BOX 150-652 BROOKLYN, NY 11215 GENERAL CONTRACTOR: PERFETTO CONTRACTING CO., INC. 250 SIXTH STREET BROOKLYN, NY 11215	OWNER REPRESENTATIVE: ANDREA PARKER (718) 541 - 4378 GENERAL CONTRACTOR: CHEZ PERFETTO JR. (718) 858 - 8604

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

List all contracts currently under construction similar to the contract being awarded.

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

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

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

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
None					

(NO TEXT ON THIS PAGE)

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: HUICATAO Corp.

DDC Project Number: SER20079

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

Company has previously worked for DDC: YES NO

2. Type(s) of Construction Work:

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

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

3. Experience Modification Rate:

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

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
2020	0.88	1.00
2019	0.89	1.00
2018	0.94	1.00

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

4. OSHA Information:

- YES NO Contractor has received a willful violation issued by OSHA or a New York City Department of Buildings (NYCDOB) construction-related violation within the last three years.
- YES NO Contractor has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
2020	47,607.00	0.00
2019	53,240.50	0.00
2018	38,856.00	5.14

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

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

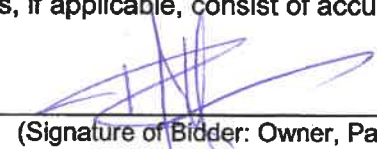
5. Safety Performance on Previous DDC Project(s)

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

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

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

Date: March 3, 2021

By: 
(Signature of Bidder: Owner, Partner, Corporate Officer)

Title: Philip Hui, President

(NO TEXT ON THIS PAGE)

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

Pursuant to General Municipal Law Section 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

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

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



SIGNATURE

Philip Hui

PRINTED NAME

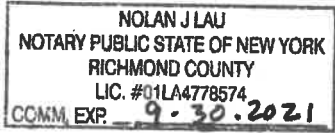
President

TITLE

Sworn to before me this
3rd day of Mar., 20 21



Notary Public



Dated: March 3, 2021

B. BID SCHEDULE (B-PAGES)

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

NOTES:

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

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

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

(NO FURTHER TEXT ON THIS PAGE)



BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.
Alterations must be initialed in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 [REVISION # 2] Through B - 24 [REVISION # 2]

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



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0001	4.02 AF-R ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	5,600.00	S.Y.	20	-	112,000	-
0002	4.02 CA BINDER MIXTURE	2,860.00	TONS	100	-	286,000	-
0003	4.04 H CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	745.00	C.Y.	250	-	186,250	-
0004	4.08 AA CONCRETE CURB (18" DEEP)	620.00	L.F.	20	-	12,400	-
0005	4.08 BA CONCRETE CURB (21" DEEP)	1,420.00	L.F.	22	50	31,950	-
0006	4.09 AE STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	1,000.00	L.F.	35	-	35,000	-
0007	4.09 BE DEPRESSED STEEL FACED CONCRETE CURB (21" DEEP)	370.00	L.F.	35	-	12,950	-
0008	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	300.00	L.F.	55	-	16,500	-



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0009	4.09 CE CORNER STEEL FACED CONCRETE CURB (21" DEEP)	300.00	L.F.	60	-	18,000	-
0010	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	6,100.00	S.F.	10	-	61,000	-
0011	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	3,700.00	S.F.	15	-	55,500	-
0012	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	200.00	S.F.	30	-	6,000	-
0013	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	7.00	EACH	250	-	1,750	-
0014	4.21 TREE CONSULTANT	300.00	P/HR	75	-	22,500	-
0015	50.11MS046030 4'-6"W X 3'-0"H SINGLE BARREL FLAT TOP REINFORCED CONCRETE STORM SEWER	353.00	L.F.	1,675	-	591,275	-
0016	50.21M3C030D 30" R.C.P. CLASS III STORM SEWER, ON CONCRETE CRADLE	22.00	L.F.	725	-	15,950	-



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0017	50.21M3E030D 30" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	320.00	L.F.	700 ⁻		224,000 ⁻	
0018	50.21M3E048D 48" R.C.P. CLASS III STORM SEWER, ENCASED IN CONCRETE	316.00	L.F.	1,100 ⁻		347,600 ⁻	
0019	50.21S3C024D 24" R.C.P. CLASS III SANITARY SEWER, ON CONCRETE CRADLE	703.00	L.F.	975 ⁻		685,425 ⁻	
0020	50.31MC18 18" E.S.V.P. STORM SEWER, ON CONCRETE CRADLE	437.00	L.F.	675 ⁻		294,975 ⁻	
0021	50.31ME15 15" E.S.V.P. STORM SEWER, ENCASED IN CONCRETE	40.00	L.F.	650 ⁻		26,000 ⁻	
0022	50.31SC10 10" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	428.00	L.F.	725 ⁻		310,300 ⁻	
0023	50.31SC18 18" E.S.V.P. SANITARY SEWER, ON CONCRETE CRADLE	398.00	L.F.	775 ⁻		308,450 ⁻	
0024	51.11P004 STANDARD 4'-0" DIAMETER PRECAST MANHOLE	4.00	EACH	51,000 ⁻		204,000 ⁻	



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0025	51.11P005 STANDARD 5'-0" DIAMETER PRECAST MANHOLE	3.00	EACH	55,000	-	165,000	-
0026	51.11P006 STANDARD 6'-0" DIAMETER PRECAST MANHOLE	1.00	EACH	60,000	-	60,000	-
0027	51.21A001000C ACCESS MANHOLE NO. 1	1.00	EACH	50,000	-	50,000	-
0028	51.21S0A3000V STANDARD SHALLOW MANHOLE TYPE A-3	3.00	EACH	50,000	-	150,000	-
0029	51.21S0B1000V STANDARD MANHOLE TYPE B-1	10.00	EACH	50,000	-	500,000	-
0030	51.21W001000V SPECIAL SHALLOW MANHOLE NO. 1	1.00	EACH	50,000	-	50,000	-
0031	51.21W002000V SPECIAL SHALLOW MANHOLE NO. 2	1.00	EACH	50,000	-	50,000	-
0032	51.41S001 STANDARD CATCH BASIN, TYPE 1	14.00	EACH	50,000	-	700,000	-



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0033	52.11D12 12" DUCTILE IRON PIPE BASIN CONNECTION	200.00	L.F.	150	-	30,000	-
0034	52.21V08 8" E.S.V.P. RISER FOR HOUSE CONNECTION	40.00	V.F.	200	-	8,000	4FL 80,000
0035	52.21V10 10" E.S.V.P. RISER FOR HOUSE CONNECTION	40.00	V.F.	225	-	9,000	-
0036	52.31V06S10 6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	6.00	EACH	300	-	1,800	-
0037	52.31V06S18 6" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 18" E.S.V.P. SANITARY SEWER	2.00	EACH	850	-	1,700	-
0038	52.31V08S10 8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 10" E.S.V.P. SANITARY SEWER	2.00	EACH	300	-	600	-
0039	52.31V08S18 8" E.S.V.P. SPUR FOR HOUSE CONNECTION ON 18" E.S.V.P. SANITARY SEWER	2.00	EACH	300	-	600	-
0040	52.41V06R 6" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	210.00	L.F.	300	-	63,000	-



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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0041	52.41V08R 8" E.S.V.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	140.00	L.F.	305		42,700	-
0042	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	3,039.00	L.F.	4		12,156	-
0043	6.02 AAN UNCLASSIFIED EXCAVATION	1,830.00	C.Y.	75		137,250	-
0044	6.25 RS TEMPORARY SIGNS	1,385.00	S.F.	5		6,925	-
0045	6.26 TIMBER CURB	10,200.00	L.F.	1		10,200	-
0046	6.28 AA LIGHTED TIMBER BARRICADES	330.00	L.F.	15		4,950	-
0047	6.40 D ENGINEER'S FIELD OFFICE (TYPE D)	24.00	MONTH	4,000		96,000	-
0048	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	3,400.00	L.F.	1		3,400	-



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0049	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	1,500.00	L.F.	1		1,500	
0050	6.52 CG CROSSING GUARD Unit price bid shall not be less than: \$ 50.00	4,010.00	P/HR	50		200,500	
0051	6.53 REMOVE EXISTING LANE MARKINGS (4" WIDE)	3,100.00	L.F.	1		3,100	
0052	6.87 PLASTIC BARRELS	810.00	EACH	5		4,050	
0053	60.11R520 FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	20.00	L.F.	250		5,000	
0054	60.11R606 FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	70.00	L.F.	40		2,800	
0055	60.11R608 FURNISHING AND DELIVERING 8-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	180.00	L.F.	100		18,000	
0056	60.11R612 FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	1,875.00	L.F.	200		375,000	



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0057	60.12D06 LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	85.00	L.F.	40 45	-	3,400	-
0058	60.12D08 LAYING 8-INCH DUCTILE IRON PIPE AND FITTINGS	200.00	L.F.	100	-	20,000	-
0059	60.12D12 LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	2,100.00	L.F.	200	-	420,000	-
0060	60.12D20 LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	25.00	L.F.	250	-	6,250	-
0061	60.13M0A24 FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	15.00	TONS	5,000	-	75,000	-
0062	60.21SP3T12 FURNISHING, DELIVERING AND LAYING 12-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	50.00	L.F.	1,000	-	50,000	-
0063	61.11DMM06 FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	1,500	-	12,000	-



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0064	61.11DMM08 FURNISHING AND DELIVERING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	10,000	-	10,000	-
0065	61.11DMM12 FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	12,500	-	100,000	-
0066	61.11TWC03 FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	800	-	800	-
0067	61.11TWC04 FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	900	-	900	-
0068	61.11TWC06 FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1,000	-	1,000	-
0069	61.11TWC08 FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1,250	-	1,250	-
0070	61.11TWC10 FURNISHING AND DELIVERING 10-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1,500	-	1,500	-
0071	61.11TWC12 FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	1,750	-	1,750	-



2/9/2021 11:54 AM

REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0072	61.12DMM06 SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	250		2,000	
0073	61.12DMM08 SETTING 8-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	10,000		10,000	
0074	61.12DMM12 SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	12,500		100,000	
0075	61.12TWC03 SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	250		250	
0076	61.12TWC04 SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	250		250	
0077	61.12TWC06 SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	250		250	
0078	61.12TWC08 SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	250		250	
0079	61.12TWC10 SETTING 10-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	250		250	



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REBID: N/A

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0080	61.12TWC12 SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1.00	EACH	250	-	250	-
0081	62.11SD FURNISHING AND DELIVERING HYDRANTS	8.00	EACH	3,000	-	24,000	-
0082	62.12SG SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	8.00	EACH	1,500	-	12,000	-
0083	62.13RH REMOVING HYDRANTS	7.00	EACH	500	-	3,500	-
0084	62.14FS FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	16.00	EACH	250	-	4,000	-
0085	63.11VC FURNISHING AND DELIVERING VARIOUS CASTINGS	16.00	TONS	2,000	-	32,000	-
0086	64.11EL WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	5.00	EACH	750	-	3,750	-
0087	64.11ST WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	10.00	EACH	150	-	1,500	-



2/9/2021 11:54 AM

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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
0088	64.12COEG CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	20.00	L.F.	300	-	6,000	-
0089	64.12COLT CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	35.00	L.F.	150	-	5,250	-
0090	64.12ESEG EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	20.00	L.F.	100	-	2,000	-
0091	64.12ESLT EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3- INCH DIAMETER)	70.00	L.F.	50	-	3,500	-
0092	64.13WC12 FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	6.00	EACH	2,500	-	15,000	-
0093	65.11BR FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	200.00	LBS.	1	-	200	-
0094	65.21PS FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 1.00	3,600.00	L.F.	1	-	3,600	-



2/9/2021 11:54 AM

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BID SCHEDULE FORM

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				DOLLARS	CTS	DOLLARS	CTS
0095	65.31FF FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.25	17,000.00	S.F.		0 ²⁵	4,250	-
0096	65.51PC FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	10.00	C.Y.		175	1,750	-
0097	65.61SS FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	1,000.00	LBS.		0 ⁵⁰	500	-
0098	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	100.00	C.Y.		38	3,800	-
0099	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 10,000.00	18.00	MONTH		10,000	180,000	-
0100	7.36 PEDESTRIAN STEEL BARRICADES	6,190.00	L.F.		30	185,700	-
0101	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 5,000.00	1.00	L.S.		5,000	5,000	-



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				DOLLARS	CTS	DOLLARS	CTS
0102	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	624.00	EACH	60	-	37,440	-
0103	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 10.00	624.00	EACH	10	-	6,240	-
0104	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 70.00	80.00	BLOCK	70	-	5,600	-
0105	70.12AN CONTINUOUS FLIGHT AUGER (CFA) PILES	21,000.00	V.F.	60	-	1,260,000	-
0106	70.12AT CONTINUOUS FLIGHT AUGER (CFA) PILES, LOAD TEST	2.00	EACH	55,000	-	110,000	-
0107	70.21DK DECKING Unit price bid shall not be less than: \$ 50.00	650.00	S.Y.	50	-	32,500	-



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				DOLLARS	CTS	DOLLARS	CTS
0108	70.31FN FENCING Unit price bid shall not be less than: \$ 2.50	9,000.00	L.F.		2 ⁵⁰	22,500	-
0109	70.51EO EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	30.00	C.Y.		75	2,250	-
0110	70.61RE ROCK EXCAVATION	30.00	C.Y.		100	3,000	-
0111	70.71SB STONE BALLAST Unit price bid shall not be less than: \$ 15.00	2,040.00	C.Y.		15	30,600	-
0112	70.81CB CLEAN BACKFILL Unit price bid shall not be less than: \$ 17.50	3,930.00	C.Y.		35 17⁵⁰	137,550 68,775	- #
0113	70.91SW12 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	2,400.00	S.F.		0 ¹⁰	240	-



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				DOLLARS	CTS	DOLLARS	CTS
0114	70.91SW20 FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	250.00	S.F.	0	10	25	-
0115	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	40.00	C.Y.	200	-	8,000	-
0116	73.11AB ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	40.00	C.Y.	62	50	2500	-
0117	73.21AC ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	210.00	C.Y.	300	-	63,000	-
0118	73.31AE0 ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	2,330.00	C.Y.	20	-	46,600	-
0119	73.41AG ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	2,330.00	C.Y.	40	-	93,200	-
				20	-	46,600	-



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				DOLLARS	CTS	DOLLARS	CTS
0120	73.51AS ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	34,300.00	LBS.		2 -	68,600 -	
0121	73.61AT ADDITIONAL STONE BALLAST Unit price bid shall not be less than: \$ 17.50	20.00	C.Y.		100 -	2,000 -	
0122	76.11CR CONSTRUCTION REPORT Unit price bid shall not be less than: \$ 30,000.00	1.00	L.S.		30,000 -	30,000 -	
0123	76.21MR MONITORING AND POST-CONSTRUCTION REPORT	1.00	L.S.		10,000 -	10,000 -	
0124	76.31CM CONTINUOUS REAL-TIME MONITORING FOR VIBRATIONS AND MOVEMENTS AND POST-CONSTRUCTION REPORT	1.00	MONTH		10,000 -	10,000 -	
0125	8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	4,200.00	TONS		25 -	105,000 -	
0126	8.01 C1-NG HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL FROM THE NATIONAL GRID ZONE	14,500.00	TONS		25 -	362,500 -	



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				DOLLARS	CTS	DOLLARS	CTS
0127	8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	29.00	SETS	3,000		87,000	
0128	8.01 H HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	420.00	TONS	50		21,000	
0129	8.01 H-NG HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOIL FROM THE NATIONAL GRID ZONE	100.00	TONS	50		5,000	
0130	8.01 S HEALTH AND SAFETY Unit price bid shall not be less than: \$ 100,000.00	1.00	L.S.	100,000		100,000	
0131	8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	200.00	DAY	100		20,000	
0132	8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER	200.00	SETS	50		10,000	
0133	UTL-6.01.1 (NG) GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,200.00	9.00	EACH	1,200		10,800	



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				DOLLARS	CTS	DOLLARS	CTS
0134	UTL-6.01.2 (NG) GAS MAIN CROSSING SEWER 30" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,770.00	2.00	EACH	1770	-	3,540	-
0135	UTL-6.01.4 (NG) GAS MAIN CROSSING SEWER 48" THRU 54" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 2,120.00	7.00	EACH	2,120	-	14,840	-
0136	UTL-6.01.8 (NG) GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 550.00	6.00	EACH	550	-	3,300	-
0137	UTL-6.01.9 (NG) GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	11.00	EACH	485	-	5,335	-
0138	UTL-6.02 (NG) EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 850.00	14.00	EACH	850	-	11,900	-
0139	UTL-6.03 (NG) REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	1,100.00	L.F.	15	-	16,500	-



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				DOLLARS	CTS	DOLLARS	CTS
0140	UTL-6.03.1 (NG) 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	500.00	L.F.	25	-	12,500	-
0141	UTL-6.04 (NG) ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04) Unit price bid shall not be less than: \$ 35.00	6.00	EACH	35	-	210	-
0142	UTL-6.05 (NG) ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05) Unit price bid shall not be less than: \$ 65.00	6.00	EACH	65	-	390	-
0143	UTL-6.06 (NG) SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06) Unit price bid shall not be less than: \$ 180.00	600.00	C.Y.	180	-	108,000	-
0144	UTL-6.06A (NG) SPECIAL CARE EXCAVATION AND BACKFILLING FOR TRANSMISSION MAINS (TRANSMISSION MAIN IS DESCRIBED AS ANY GAS MAIN WITH A MAOP GREATER THAN 124-PSIG) (S6.06A) Unit price bid shall not be less than: \$ 230.00	20.00	C.Y.	230	-	4,600	-



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				DOLLARS	CTS	DOLLARS	CTS
0145	UTL-6.07 (NG) TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	20.00	C.Y.	100		2,000	
0146	UTL-GCS-2WS (NG) GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 100,000.00	1.00	F.S.	100,000	00	\$100,000	00

SUB-TOTAL: \$ 10,814,541

0147	6.39 B MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 8% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	748,985 864,360		748,985 864,360	
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TOTAL BID PRICE: \$ 11,678,901

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

C. DRAWINGS

Contract Drawings

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	LEGEND
2	KEY PLAN
3	PLAN AND PROFILE : WILLOW AVE. BETWEEN TOMPKINS AVE. AND LANGERE PL.
4	PLAN AND PROFILE : WILLOW AVE. BETWEEN LANGERE PL. AND BAY ST.
5	PLAN AND PROFILE : LANGERE PL. BETWEEN LYNHURST AVE. AND WILLOW AVE.
6	SPECIAL MANHOLE DETAILS
7	MISCELLANEOUS DETAILS I
8	CROSS SECTIONS / TREE MITIGATION DETAILS
9-11	MAINTENANCE & PROTECTION OF TRAFFIC
12	FONY COMMUNICATION DRAWINGS
13	TRAFFIC SIGNAL
14	NYC TRANSIT GENERAL NOTES
1-3	RECORD OF BORINGS (REFERENCE ONLY)
CE 1-7	CONSOLIDATED EDISON
1	CHARTER SPECTRUM
VE 1	VERIZON

Standard Drawings

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**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: SER20079

**THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND
APPURTENANCE IN:
WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET**

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

Contractor

Dated _____, 20____



**Department of
Design and
Construction**

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

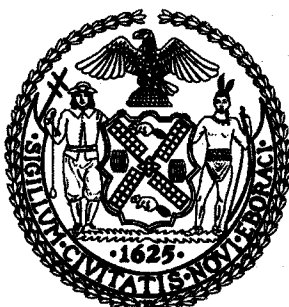
TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

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

**NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
_____ ADDENDUMS**

**DDC CLIENT AGENCY:
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
PREPARED BY:
IN HOUSE
DATE PREPARED:
DECEMBER 9 , 2019**



VOLUME 2 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: SER20079

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

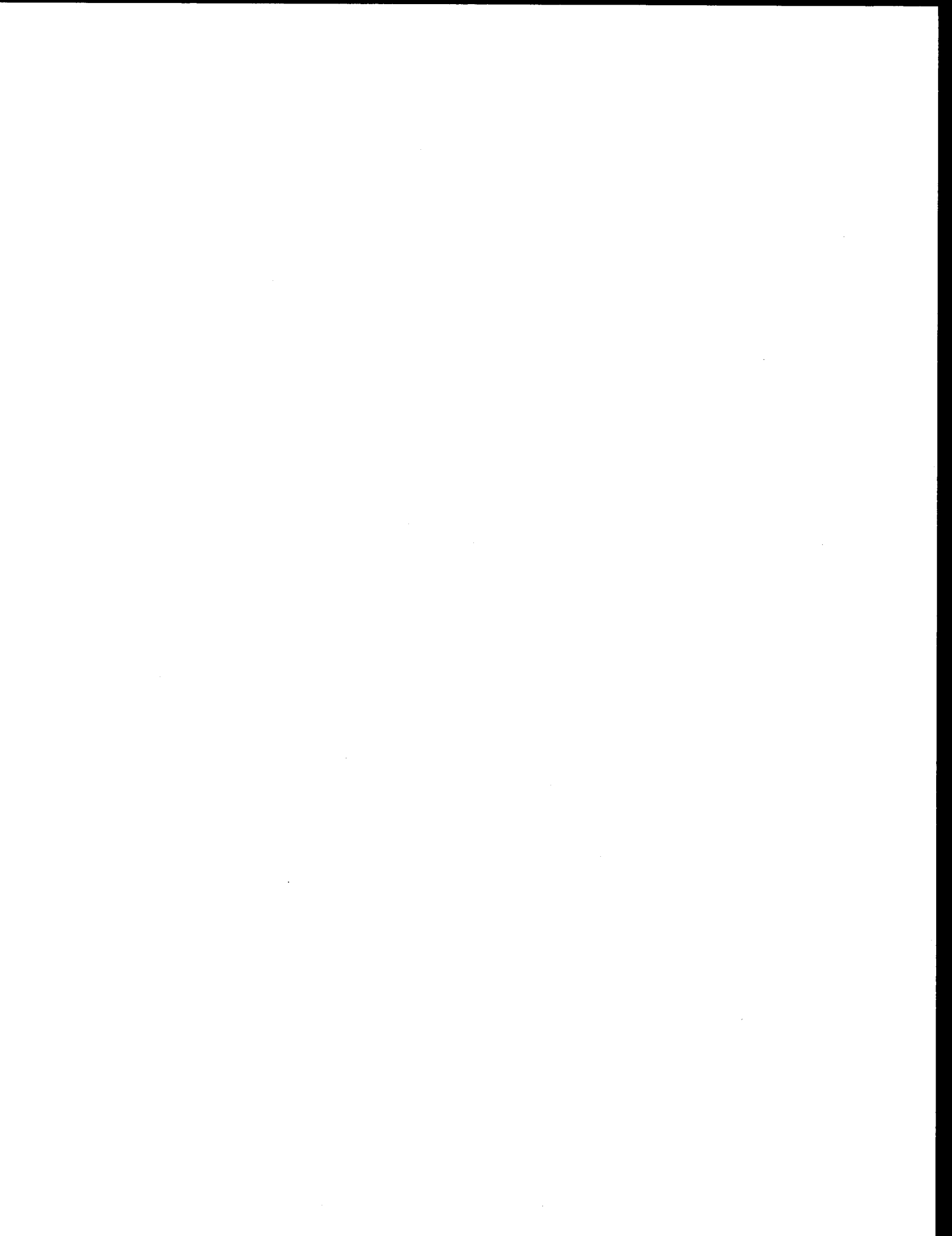
FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY
AND REQUIRED FOR:

**THE CONSTRUCTION OF SANITARY & STORM SEWER,
WATER MAINS AND APPURTENANCE IN:**

**WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET**

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

20-046





**Department of
Design and
Construction**

VOLUME 2 OF 3

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

**FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:
INFORMATION FOR BIDDERS
CONTRACT
PERFORMANCE AND PAYMENT BONDS
PREVAILING WAGE SCHEDULE**

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

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

**NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:**
____ ADDENDUMS

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





NOTICE TO BIDDERS

Please note that the Safety Requirements for Construction Contracts has been updated. Changes include but are not limited to:

1. **Throughout**: Change name of Construction Safety Unit to Office of Construction Safety.
2. **Section III**: Updated definition of "Work" to include Utility Interference work.
3. **Section VI**: Allow for the Office of Construction Safety to request Site Safety Plan to be developed and approved using the SSP App.

***NOTE:** The list above is intended as a guide.
The text of the Safety Requirements for Construction Contracts govern.*

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CITY OF NEW YORK

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

INFORMATION FOR BIDDERS

JULY 2019

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

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INFORMATION FOR BIDDERS

1. Description and Location of Work

The description and location of the work for which bids are requested are specified in Attachment 1, "Bid Information". Attachment 1 is included in the BID BOOKLET, VOLUME 1 OF 3.

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

- (1) All provisions required by law to be inserted in this Contract, whether actually inserted or not
- (2) The Contract Drawings and Specifications
- (3) The General Conditions, the General Requirements and the Special Conditions, if any
- (4) The Contract
- (5) The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and, if used, the Bid Booklet
- (6) The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B) For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained at the location set forth in Attachment 1.

(C) Deposit for Copy of Invitation For Bids Documents: Prospective bidders may obtain a copy of the Invitation For Bids Documents by complying with the conditions set forth in the Notice of Solicitation. The deposit must be in the form of a check or money order made payable to the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

(D) Return of Invitation For Bids Documents: All Invitation For Bids Documents must be returned to the Department upon request. If the bidder elects not to submit a bid thereunder, the

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

(E) Return of Deposit: Such deposit will be returned within 30 days after the award of the contract or the rejection of all bids as set forth in the advertisement, provided the Invitation For Bids Documents are returned to the location specified in Attachment 1, in physical condition satisfactory to the Commissioner.

(F) Additional Copies: Additional copies of the Invitation For Bids Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

8. Examination and Viewing of Site

(A) Pre-Bidding (Investigation) Viewing of Site -Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in Attachment 1.

(B) Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

- (a) The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and
- (b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
- (c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
- (d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
- (e) It is possible to place the agency in the same position as existed prior to the bid.

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

- (1) The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2) The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3) The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4) The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

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

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

- (1) All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2) In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

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

- (1) prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2) the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3) the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. PASSPort COMPLIANCE

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

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

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

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

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

(A) Bid Security: Each bid must be accompanied by bid security in an amount and type specified in Attachment 1 (BID BOOKLET, VOLUME 1 OF 3). The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in Attachment 1. Bid security shall be returned to the bidder as follows:

- (1) Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2) Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3) Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B) Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in Attachment 1 (BID BOOKLET, VOLUME 1 OF 3). The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

(C) Oral Examination on Qualifications: In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to his proposed tentative plan and schedule of

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

(A) Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price, arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

- (a) the name and address of each LBE that will be given a subcontract,
- (b) the percentage, dollar amount and type of work to be subcontracted to the LBE, and
- (c) the dates when the LBE subcontract work will commence and end.

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

- (a) verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,
- (b) certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
- (c) copies of the certification letter of any proposed subcontractor which is an LBE.

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

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

- (b) advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
- (c) written notification to association of small, minority and women contractors soliciting specific subcontractors;
- (d) written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
- (e) demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
- (f) documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
 - (i) The names, address and telephone numbers of LBE firms that are contacted;
 - (ii) A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
 - (iii) Documentation showing that no reasonable price can be obtained from LBE firms;
 - (iv) A statement of why agreements with LBE firms were not reached;
- (g) a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
- (h) documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.

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

(F) When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.

(G) The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested, as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

38. Bid Submission Requirements

The Bid Submission Requirements are set forth in the BID BOOKLET VOLUME 1 OF 3.

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. Viewing of Submitted Bid Documents

In accordance with Procurement Policy Board Rules of the City of New York, Section 3-02, the submitted bid documents will be available to view immediately after completion of the bid opening and by appointment for up to 72 hours after the bid opening.

42. DDC Safety Requirements

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

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

January 2020

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

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

I. POLICY ON SITE SAFETY

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

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES

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

A. Resident Engineer

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

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

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

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

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

B. Construction Contractors

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

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

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

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

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

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

V. SAFETY QUESTIONNAIRE

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

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

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

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

VI. SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

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

IX. SAFETY PERFORMANCE EVALUATION

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

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

March 2017

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**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

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

11.4 **Compensable Delays**

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

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

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

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

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

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

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

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

11.4.1.7 Delays not contemplated by the parties;

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

- 11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;
- 11.7.1.4 Additional insurance and bond costs;
- 11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-specific** storage, field office utilities and telephone, and field office consumables;
- 11.7.1.6 Labor escalation costs based on actual costs;
- 11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;
- 11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and
- 11.7.1.9 Extended home office overhead calculated based on the following formula:
 - (1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);
 - (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
 - (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
 - (4) Multiply the result of item (3) by 7.25% for the total profit; and
 - (5) The total extended home office overhead will be the total of items (3) and (4).

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

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

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

- 11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.
- 11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

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

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

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

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the **Information for Bidders**. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor's** faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the City of a demand pursuant to this Article 20, the City may withhold from any payment otherwise due and owing to the Contractor under this Contract an amount sufficient to satisfy the demand.

20.4.1 In the event the City determines that the demand is valid, the City shall notify the Contractor of such determination and the amount thereof and direct the Contractor to immediately pay such amount to the beneficiary. In the event the Contractor, within seven (7) Days of receipt of such notification from the City, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the Contractor to the beneficiary for the amount of the demand determined by the City to be valid. The Contractor, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the City, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the Contractor by the City is insufficient to satisfy such demand, the City may, at its option, require payment from the Contractor of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the City may have under Law or Contract.

20.4.3 In the event the City determines that the demand is invalid, any amount withheld pending the City's review of such demand shall be paid to the Contractor; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the City and the Contractor from resolving disputes in accordance with the PPB Rules, where applicable.

20.6 In the event the City determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the Contractor shall be taken into account in evaluating the Contractor's performance.

20.7 Nothing in this Article 20 shall relieve the Contractor of the obligation to pay the claims of all persons with valid and lawful claims against the Contractor relating to the Work.

20.8 The Contractor shall not require any performance, payment or other bonds of any Subcontractor if this Contract does not require such bonds of the Contractor.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the Contractor or its Subcontractors in the prosecution of the Work under this Contract all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the City on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this Contract requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this Contract, the Commissioner shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million (\$1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

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

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the **City** shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this Contract, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 **Contractors Pollution Liability Insurance:** If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

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

22.1.7(b) **Hull and Machinery Insurance:** If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) **Marine Pollution Liability Insurance:** If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the City Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor's** own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an **Additional Insured** with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

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

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

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

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

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item:** An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

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

26.2 Extra Work: For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation: $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$. In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the City for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the Contractor's own forces pursuant to Article 26.2, the Contractor shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such Work computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the Contractor's overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the EAO, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the Contractor and the Commissioner can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

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

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB Rules**. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB Rules**, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 **Presentation of Disputes to Commissioner.**

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

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

27.4.1 **Commissioner Inquiry.** The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner Determination.** Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO**, and **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 **Finality of Commissioner's Decision.** The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 **Time, Form, and Content of Notice.** Within thirty (30) **Days** of its receipt of a decision by the **Commissioner**, the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the **Comptroller** a copy of all material submitted by the Agency to the **Commissioner** in connection with the dispute. The Agency may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) Days any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, Agency representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) Days from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) Days from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) Days thereafter, may petition the Contract Dispute Resolution Board to review the Commissioner's determination.

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

27.7.2 **Agency Response.** Within thirty (30) Days of its receipt of the Petition by the City Corporation Counsel, the Agency shall respond to the brief written statement of the Contractor and make available to the Contract Dispute Resolution Board all material it submitted to the Commissioner and Comptroller. Three (3) complete copies of the Agency response shall be provided to the Contract Dispute Resolution Board and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 **Further Proceedings.** The Contract Dispute Resolution Board shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the City Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 **Contract Dispute Resolution Board Determination.** Within forty-five (45) Days of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the Contract. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the **Engineer**, the **Comptroller**, the **City Corporation Counsel**, the **CCPO**, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB Rules**. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) Days after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such Work, or in complying with such determination or order, and the amounts expended therefor, and shall permit the Commissioner and the Comptroller to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the Commissioner, upon demand therefor, will produce for inspection by the Contractor such records as the Agency may have with respect to such Extra Work or disputed Work performed under protest pursuant to order of the Commissioner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

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

ARTICLE 29. OMITTED WORK

29.1 If any Contract Work in a lump sum Contract, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid Contract is omitted by the Commissioner pursuant to Article 33, the Contract price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of Work omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the Commissioner in a unit price, lump sum, or percentage-bid Contract, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of Work omitted subject to Article 29.4.

29.4 In the event the Contractor, with respect to any omitted Work, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated into the Work, the Contractor shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the Contractor's delivery of such material and/or equipment in acceptable condition to a location designated by the City.

29.5 The Contractor agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

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

30.1 If the Contractor shall claim to be sustaining damages by reason of any act or omission of the City or its agents, it shall submit to the Commissioner within forty-five (45) Days from the time such damages are first incurred, and every thirty (30) Days thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

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

ARTICLE 31. THE RESIDENT ENGINEER

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

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the **Commissioner** of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, Agency head, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.² Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the **City's** Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the **City** of New York ("Rules").

² Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

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

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

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per Day. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first Day of such Year.

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

- i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

- illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii. closure of such employee's place of business by order of a public official due to a public health emergency; or
 - iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

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

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

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

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

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

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

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

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

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

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

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 Days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Policies and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLI 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 PSLI may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** and located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) Days, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

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

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by Law, not less than the sum mandated by Law.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection Laws of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

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

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

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

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

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

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

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

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The Contractor and its Subcontractors shall within ten (10) Days after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the Contractor and its Subcontractors engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the **Workers' Compensation Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This Contract is executed by the Contractor with the express warranty and representation that the Contractor is not disqualified under the provisions of Section 220 of the Labor Law from the award of the Contract.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this Contract, and grounds for cancellation thereof by the City.

ARTICLE 38. PAYROLL REPORTS

38.1 The Contractor and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract. If such payrolls and transcripts are maintained outside of New York City after the completion of the Work and their production is required pursuant to this Article 38, the Contractor shall produce such records in New York City upon request by the City.

38.3 The Contractor and Subcontractor(s) shall comply with any written order, direction, or request made by the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s), or the Comptroller, to provide to the requesting party any of the following information and/or records within five (5) Days of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each Day on which any employee of the Contractor and/or any of the Subcontractor(s) performed Work on the Site, which attendance sheet shall be in a form acceptable to the Agency and shall provide information acceptable to the Agency to identify each such employee; and/or

38.3.3 Any other information to satisfy the Engineer, the Commissioner, the ACCO, the Agency EAO, the Agency Labor Law Investigator(s) or the Comptroller, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the Contractor or Subcontractor(s) to comply with the provisions of Articles 38.1 and/or 38.2 may result in the Commissioner declaring the Contractor in default and/or the withholding of payments otherwise due under the Contract.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the Work of this Contract, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

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

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) Days after receipt of a satisfactory payment application, and within sixty (60) Days after receipt of a satisfactory payment application in relation to Work performed pursuant to a change order, the Engineer will prepare and certify, and the Commissioner will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the Commissioner under the terms of this Contract or by Law.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the PPB Rules in effect at the time of the bid will be applicable to payments made under this Contract. The provisions require the payment to the Contractor of interest on payments made after the required payment date, except as set forth in the PPB Rules.

43.2 The Contractor shall submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the PPB Rules.

43.4 If the Contractor is paid interest, the proportionate share(s) of that interest shall be forwarded by the Contractor to its Subcontractor(s).

43.5 The Contractor shall pay each Subcontractor or Materialman not later than seven (7) Days after receipt of payment out of amounts paid to the Contractor by the City for Work performed by the Subcontractor or Materialman under this Contract.

43.5.1 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) Days after receipt of payment by the City pursuant to this Article 43.5, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at the rate of interest in effect on the date such payment is made by the Contractor computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the Day immediately following the expiration of the seventh Day following receipt of payment by the Contractor from the City and shall end on the date on which payment is made.

43.6 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or Materialmen for Work performed under this Contract in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The Contractor shall submit with the Substantial Completion requisition:

44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

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

44.1.2 A Final Approved Punch List.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

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

45.2 Amended Verified Statement of Claims: The Contractor shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the PPB Rules and this Contract and any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the Work or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner, the Comptroller and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the Contractor from the obligation of complying strictly with Articles 11, 27, 28, and 30. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the Engineer will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the Commissioner under this Contract or by Law. In the case of a lump sum Contract, the Commissioner shall certify the voucher for final payment within thirty (30) Days from the date of completion and acceptance of the Work, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the Engineer thereon and the approval of the Commissioner thereof, shall be conditions precedent to the right of the Contractor to receive any money hereunder. Such final voucher shall be binding and conclusive upon the Contractor.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the Commissioner under this Contract or by Law, shall constitute the final payment, and shall be made by the Comptroller within thirty (30) Days after the filing of such voucher in his/her office.

45.4 The Contractor acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor for anything heretofore done or furnished for the Contractor relating to or arising out of this Contract and the Work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officials, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by Law, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

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

CHAPTER X: CONTRACTOR'S DEFAULT

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

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB Rules**.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days'** notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB Rules** or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this Contract, the Commissioner may in his/her sole discretion terminate this Contract upon not less than three (3) Days' written notice in the event the Contractor fails to promptly report in writing to the Commissioner of the Department of Investigations ("DOI") of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this Contract, the Commissioner may, at any time, terminate this Contract by written notice to the Contractor. In the event of termination, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Commissioner:

64.1.1 Stop Work on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work;

64.1.5 Take no action which will increase the amounts payable by the City under this Contract.

64.2 In the event of termination by the City pursuant to this Article 64, payment to the Contractor shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum Contracts, or on lump sum items in a Contract, the City will pay the Contractor the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this Contract. On lump sum Contracts only, the City will also pay the Contractor an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For Work completed prior to the notice of termination, the Contractor shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the Work, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the City Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective Contractors:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local Law provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable Law, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

- 69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
- 69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;
- 69.3.1(c) ban provocative religious or political emblems from the workplace;
- 69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;
- 69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;
- 69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;
- 69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and
- 69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

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

ARTICLE 72. CONFLICTS OF INTEREST

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

ARTICLE 73. MERGER CLAUSE

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

ARTICLE 74. STATEMENT OF WORK

74.1 The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Specifications and Addenda thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the City Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City Charter**. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

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

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

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED
BUSINESS ENTERPRISES IN CITY PROCUREMENT**

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

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

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

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

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

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

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

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

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

- (i) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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

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

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

PART B: MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

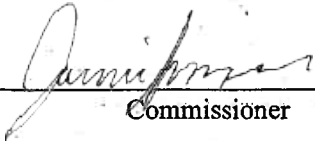
5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify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

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

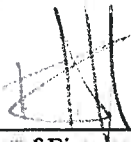
7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement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

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York, and the Contractor, have executed this agreement in quadruplicate, two parts of which are to remain with the Commissioner, another to be filed with the Comptroller of the City, and the fourth to be delivered to the Contractor.

THE CITY OF NEW YORK

By: 
Commissioner

CONTRACTOR:

By: 
(Member of Firm or Officer of Corporation)

Title: Philip Hui, President

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


Secretary

(Seal)

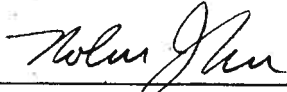
Luis Lopes



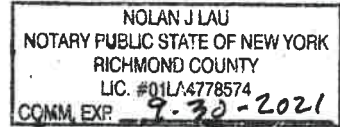
ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Richmond ss:

On this 21st day of April, _____, before me personally came Philip Hui
to me known who, being by me duly sworn did depose and say that he resides at 579 Main Street
Staten Island, NY 10307 that he is the President
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of
the directors of said corporation, and that he signed his name thereto by like order.



Notary Public or Commissioner of Deeds



ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____
to me known, and known to me to be the person described in and who executed the foregoing instrument;
and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally came _____ to me known, and known to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

AUTHORITY

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

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

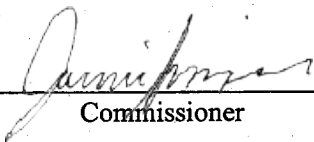
In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Dollars (\$ _____)

is chargeable to the fund of the Department of Design and Construction entitled Code

Department of Design and Construction

I hereby certify that the specifications contained herein comply with the terms and conditions of the BUDGET.



Commissioner

COMPTROLLER'S CERTIFICATE

The City of New York _____

Pursuant to the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same viz:

\$ _____

Comptroller

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

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

PERFORMANCE BOND #1

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

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

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

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

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

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 3)

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

_____ day of _____, 20_____
(Seal)

Principal (L.S.)

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

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

Performance Bond #1 (Pages 100 to 103): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did dispose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

Bond No. 2314017

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HUICATAO Corp.

72 Sharrott Avenue, Unit H

Staten Island, NY 10309

hereinafter referred to as the "Principal,"

and, Westport Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

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 Eleven Million Six Hundred Seventy Eight Thousand Nine Hundred One and 00/100

(\$ 11,678,901.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

FMS Project ID #: SER20079 The Construction of Sanitary and Storm Sewer, Water Mains and Appurtenances

in: Willow Avenue between Tompkins Avenue and Bay Street - Together With All Work Incidental Thereto

Borough of Staten Island, City of New York - PIN #8502019SE0045C

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 2)

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 3)

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

22nd day of April 20 21

(Seal)

HUICATAO Corp. (L.S.)

Principal

By: 

(Seal)

Westport Insurance Corporation
Surety

By: 

Sandra A. Pace, Attorney-in-Fact

(Seal)

Surety

By: _____

N/A

(Seal)

Surety

By: _____

N/A

(Seal)

Surety

By: _____

N/A

(Seal)

Surety

By: _____

Bond Premium Rate \$25/\$15/\$10/\$7.50/\$7.00/\$6.50

Bond Premium Cost \$111,038.00

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

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

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

Performance Bond #2 (Pages 104 to 107): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of NEW YORK County of STATEN ISLAND (RICHMOND) ss:

On this 22nd day of April, 2021 before me personally came PHILIP HUIZ,

to me known, who, being by me duly sworn did depose and say that he resides at 579 MAIN ST.

STATEN ISLAND, NY 10307; that he/she is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

[Signature]
Notary Public or Commissioner of Deeds.

NOTARY PUBLIC STATE OF NEW YORK
RICHMOND COUNTY
LIC. #01L/4778574
COMM. EXP. 9-30-2021

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____,

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

CITY OF NEW YORK
DDC

107

STANDARD CONSTRUCTION CONTRACT
March 2017

SURETY ACKNOWLEDGMENT

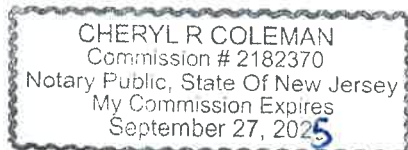
State of New Jersey

County of Union

On this 22nd day of April, 2021,

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

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



My commission expires _____

Cheryl R. Coleman

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

THOMAS M. TRUE, MARC J. MICHALEWSKY, SANDRA A. PACE, MARY J. DAMATO, LISA A. ANDERSON, CHERYL R. COLEMAN, RACHAEL HURLEY AND KEMAL BRKANOVIC JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of March, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19th day of March, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of April, 20 21.

WESTPORT INSURANCE CORPORATION
A Missouri Corporation
1450 American Lane, Suite 1100 Schaumburg, IL 60173

BALANCE SHEET AS OF DECEMBER 31, 2019
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

CASH AND INVESTED ASSETS

Cash, Cash Equivalents & Short-terms	324,080,610
Bonds	3,018,792,139
Preferred Stocks	-
Common Stocks	489,467,595
Other Invested Assets	5,949,432
Receivable for Securities	21,690,229
	3,859,980,006

OTHER ASSETS

Invested Income Due and Accrued	22,501,874
Premium in Course of Collection	320,674,417
Reinsurance Recoverable	338,285,685
Miscellaneous Assets	240,504,517
	921,966,493

TOTAL ADMITTED ASSETS

4,781,946,499

LIABILITIES & POLICYHOLDERS' SURPLUS

LIABILITIES

Outstanding Losses and Loss Expense	1,574,719,619
Unearned Premiums	287,505,894
Ceded Reinsurance Premiums Payable	250,301,879
Funds Held	587,700,558
Commissions, Taxes and Other Liabilities	91,787,757
Payable to Parent, Subsidiaries & Affiliates	58,592,669
Other Liabilities	452,311,729
	3,302,920,105

POLICYHOLDERS' SURPLUS

Capital Stock	6,345,000
Paid-In Surplus	1,487,217,286
Unassigned Funds	(14,535,892)
	1,479,026,394

TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS

4,781,946,499

The undersigned, being duly sworn, says: That he is Senior Vice President of Westport Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2019.


Michael A. Ito, Senior Vice President
WESTPORT INSURANCE CORPORATION

Subscribed and sworn before me,
this 6th day of March, 2020


Notary Public



**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

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

It is hereby certified that

Westport Insurance Corporation
of Jefferson City, Missouri

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$1,479,026,394. (Capital \$6,345,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

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



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 2nd
day of April 2020.

Linda A. Lacewell
Superintendent

A handwritten signature in cursive script, appearing to read "Ebf", is written in black ink.

Ellen Buxbaum
Special Deputy Superintendent

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

Bond No. 2314017

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

HUICATAO Corp.

72 Sharrott Avenue, Unit H

Staten Island, NY 10309

hereinafter referred to as the "Principal", and _____

Westport Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

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

Eleven Million Six Hundred Seventy Eight Thousand Nine Hundred One and 00/100

(\$ 11,678,901.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for FMS Project ID #: SER20079 The Construction of Sanitary and Storm Sewer, Water Mains and Appurtenances

in: Willow Avenue between Tompkins Avenue and Bay Street - Together With All Work Incidental Thereto

Borough of Staten Island, City of New York - PIN #8502019SE0045C

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialman or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 22nd day of April, 2021.

(Seal)

HUICATAO Corp. _____ (L.S.)
Principal

By: _____

(Seal)

Westport Insurance Corporation
Surety

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

(Seal)

N/A
Surety

By: _____

(Seal)

N/A
Surety

By: _____

(Seal)

N/A
Surety

By: _____

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

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

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

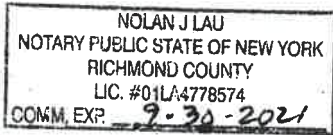
Payment Bond (Pages 108 to 111): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK County of STATEN ISLAND (RICHMOND) ss:

On this 22nd day of April, 2021, before me personally came PHILIP HUZ to me known, who, being by me duly sworn did depose and say that he resides at 579 MAIN ST. STATEN ISLAND, NY 10307 that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.



Nolan J. Lau
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

SURETY ACKNOWLEDGMENT

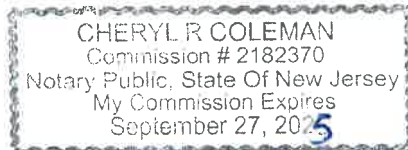
State of New Jersey

County of Union

On this 22nd day of April, 2021,

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

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



My commission expires _____

Cheryl R. Coleman

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

THOMAS M. TRUE, MARC J. MICHALEWSKY, SANDRA A. PACE, MARY J. DAMATO, LISA A. ANDERSON, CHERYL R. COLEMAN,
RACHAEL HURLEY AND KEMAL BRKANOVIC JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of March, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19th day of March, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of April, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION
A Missouri Corporation
1450 American Lane, Suite 1100 Schaumburg, IL 60173

BALANCE SHEET AS OF DECEMBER 31, 2019
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

CASH AND INVESTED ASSETS

Cash, Cash Equivalents & Short-terms	324,080,610
Bonds	3,018,792,139
Preferred Stocks	-
Common Stocks	489,467,595
Other Invested Assets	5,949,432
Receivable for Securities	21,690,229
	3,859,980,006

OTHER ASSETS

Invested Income Due and Accrued	22,501,874
Premium in Course of Collection	320,674,417
Reinsurance Recoverable	338,285,685
Miscellaneous Assets	240,504,517
	921,966,493

TOTAL ADMITTED ASSETS

4,781,946,499

LIABILITIES & POLICYHOLDERS' SURPLUS

LIABILITIES

Outstanding Losses and Loss Expense	1,574,719,619
Unearned Premiums	287,505,894
Ceded Reinsurance Premiums Payable	250,301,879
Funds Held	587,700,558
Commissions, Taxes and Other Liabilities	91,787,757
Payable to Parent, Subsidiaries & Affiliates	58,592,669
Other Liabilities	452,311,729
	3,302,920,105

POLICYHOLDERS' SURPLUS

Capital Stock	6,345,000
Paid-In Surplus	1,487,217,286
Unassigned Funds	(14,535,892)
	1,479,026,394

TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS

4,781,946,499

The undersigned, being duly sworn, says: That he is Senior Vice President of Westport Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2019.


Michael A. Ito, Senior Vice President
WESTPORT INSURANCE CORPORATION

Subscribed and sworn before me.
this 6th day of March, 2020

Notary Public



State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Westport Insurance Corporation

Home Office Address Jefferson City, Missouri

Organized under the Laws of Missouri

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

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and legal services insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 29 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2021.

EFFECTIVE: 07/01/2020

In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
10th day of January, 2008

Linda A. Lacewell
Superintendent

By



Ellen R Buxbaum
Special Deputy Superintendent



**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

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

It is hereby certified that

Westport Insurance Corporation
of Jefferson City, Missouri

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$1,479,026,394. (Capital \$6,345,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2019, on file in this Department, prior to audit.

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



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 2nd
day of April 2020.

Linda A. Lacewell
Superintendent

A handwritten signature in cursive script, appearing to read "Euf", is written in black ink.

Ellen Buxbaum
Special Deputy Superintendent

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

True & Associates

[Name of broker or agent (typewritten)]

325 North Ave., East, Westfield, NJ 07090

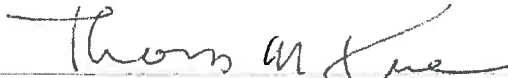
[Address of broker or agent (typewritten)]

vsmith@trueassoc.com

[Email address of broker or agent (typewritten)]

908-232-0760 / 908-232-5761

[Phone number/Fax number of broker or agent (typewritten)]



[Signature of authorized official, broker, or agent]

Thomas M. True, President

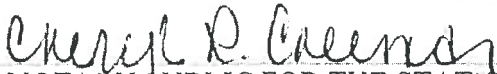
[Name and title of authorized official, broker, or agent (typewritten)]

State of New Jersey.....)

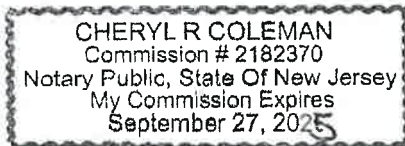
) ss.:

County of Union.....)

Sworn to before me this 21 day of April 2021



NOTARY PUBLIC FOR THE STATE OF New Jersey





New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)



SCAN TO VALIDATE AND SUBSCRIBE

***** 204048964
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER
HUICATAO CORP
72 SHARROTT AVENUE, UNIT H
STATEN ISLAND NY 10309

CERTIFICATE HOLDER
NYC DEPT OF DESIGN & CONSTRUCT
30-30 THOMSON AVENUE
LONG ISLAND CITY NY 11101

POLICY NUMBER Z2358 125-9	CERTIFICATE NUMBER 458232	POLICY PERIOD 04/01/2021 TO 04/01/2022	DATE 4/20/2021
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2358 125-9, 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, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

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.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 273510265

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
NOTICE OF COMPLIANCE

New York State Disability Benefits

Disability Benefits For Employees

1. If you are unable to work because of an illness or injury, not work-related, you may be entitled to receive weekly benefits from your employer, his or her insurance carrier, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Complete claim form DB-450 (Notice and Proof of Claim for Disability Benefits)
You may obtain the form from your employer, his or her insurance carrier, your health provider, any Unemployment Insurance Office, the Workers' Compensation Board's website (www.wcb.ny.gov) or any office of the Board.
IMPORTANT: Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the form showing your period of disability.
 - If you are employed, or have been unemployed for four weeks or less when your disability begins, send the completed form to your employer or the insurance carrier named below.
 - If you have been unemployed more than four weeks when your disability begins, send the completed form to the Workers' Compensation Board, Disability Benefits Bureau, 328 State Street, Schenectady, New York 12305.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. You may not take disability benefits at the same time as paid family leave benefits. The total amount of disability and paid family leave in a 52 week period cannot exceed 26 weeks.
8. Other information about disability benefits may be obtained by writing or calling the Workers' Compensation Board.

HARTFORD LIFE AND ACCIDENT
PO BOX 2999, Hartford, CT 06104-2999 Phone: 800-454-7020

Policy #: LNY 433923 001 Effective From: 10/01/20 To: 09/30/21

Statutory Under a Plan or Agreement

Class(es) of Employees Covered:

All employees eligible under New York State Disability Benefits Law

NYS Workers' Compensation Board
Customer Service: (877) 632-4996
www.wcb.ny.gov

PRESCRIBED BY THE CHAIR, WORKERS' COMPENSATION BOARD
THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.
Employers must post DB-120 so that all classes of their employees know who will pay their benefits.



INSURANCE BINDER

VSMITH

DATE (MM/DD/YYYY)
04/22/2021**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**AGENCY
True & Associates
325 North Avenue East
Westfield, NJ 07090COMPANY
The Travelers Indemnity CompanyBINDER #
2055

DATE	EFFECTIVE	TIME	DATE	EXPIRATION	TIME
05/01/2021	12:01	X AM	07/01/2021	X	12:01 AM
					NOON

PHONE (A/C, No, Ext): (908) 232-0760

FAX (A/C, No): (908) 232-5761

CODE:
AGENCY CUSTOMER ID: HUICCOR-CL

SUB CODE:

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

INSURED AND MAILING ADDRESS

DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)
Operations @ Willow Avenue
Borough of Staten Island, NYThe City of New York (Owner)
SEE LIST OF NAMED INSUREDS**COVERAGES****LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		EACH OCCURRENCE	\$	2,000,000
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (An. one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	6,000,000
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG	\$	
VEHICLE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY Per person	\$	
		BODILY INJURY Per accident	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
VEHICLE PHYSICAL DAMAGE COLLISION: OTHER THAN COL:	DED ALL VEHICLES SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT	\$	
GARAGE LIABILITY ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		
		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS / OTHER COVERAGES	Designated Contractor: Huicatao Corp.	FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESSMORTGAGEE ADDITIONAL INSURED

LOSS PAYEE

LOAN #:

AUTHORIZED REPRESENTATIVE

Thomas M. True

NAMED INSURED:

**The City of New York, (Owner), The New York City Transit Authority (NYCTA), Manhattan and Bronx
Surface Transit Operation Authority(MaBSTOA)**

**Staten Island Rapid Transit Operation Authority(SIRTOA) Metropolitan Transportation Authority(MTA)
Its subsidiaries and affiliated companies**

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

(NO TEXT ON THIS PAGE)

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

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007; Fax (212) 669-4002.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.21**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster- Hydraulic Trac Drill

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.52**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$46.63**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$46.63**

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.

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

Overtime Holidays

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

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$61.24**

Supplemental Benefit Rate per Hour: **\$45.62**

Supplemental Note: For time and one half overtime - \$67.98 For double overtime - \$90.34

Overtime Description

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day
President's Day
Memorial Day
Independence Day

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

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

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

Paid Holidays

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

Shift Rates

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

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$56.32**
Supplemental Benefit Rate per Hour: **\$33.11**

Overtime Description

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

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day

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

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

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

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$46.88**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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

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

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.93**

Supplemental Benefit Rate per Hour: **\$52.49**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

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

(Carpenters District Council)

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

Carpenter High Rise A

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.78**

Supplemental Benefit Rate per Hour: **\$43.44**

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.19**

Supplemental Benefit Rate per Hour: **\$16.75**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

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

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$46.15**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

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

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

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$35.21**

Supplemental Benefit Rate per Hour: **\$21.03**

Tank Helper

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.97**

Supplemental Benefit Rate per Hour: **\$21.03**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

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

Christmas Day

1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)

Employed for three (3) years.....two (2) weeks vacation (80 hours)

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

SICK LEAVE:

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

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.28**

Supplemental Benefit Rate per Hour: **\$29.20**

Supplemental Note: \$32.70 on Saturdays; \$36.20 on Sundays & Holidays

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

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.80**

Supplemental Benefit Rate per Hour: **\$21.20**

Supplemental Note: \$22.70 on Saturdays; \$24.20 on Sundays & Holidays

Overtime Description

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

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

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

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.97**

Supplemental Benefit Rate per Hour: **\$40.56**

Supplemental Note: Supplemental benefit time and one half rate: \$71.19; Double time rate: double the base supplemental benefit rate.

Overtime Description

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

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

Shift Rates

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

(Local #780) (BCA)

CORE DRILLER

Core Driller

Effective Period: 7/1/2020 - 6/30/2021

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

Wage Rate per Hour: **\$41.19**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper

Effective Period: 7/1/2020 - 6/30/2021

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

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.36**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.10**

Supplemental Benefit Rate per Hour: **\$27.95**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.83**

Supplemental Benefit Rate per Hour: **\$27.95**

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

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

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$53.13**

Supplemental Benefit Rate per Hour: **\$54.60**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$56.02 - For work performed in Staten Island.

Derrick Person & Rigger - Site Work

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

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.02**

Supplemental Benefit Rate per Hour: **\$43.12**

Overtime Description

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

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.80**

Supplemental Benefit Rate per Hour: **\$52.49**

Diver Tender (Marine)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.34**

Supplemental Benefit Rate per Hour: **\$52.49**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.93**

Supplemental Benefit Rate per Hour: **\$52.49**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$49.65**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$22.08; at double time rate - \$29.44

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

Driver - Tractor Trailer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.06**

Supplemental Benefit Rate per Hour: **\$50.56**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$21.61; at double time rate - \$28.82

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.62**

Supplemental Benefit Rate per Hour: **\$50.56**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$21.61; at double time rate - \$28.82

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work commencing between 6:00 P.M. and 4:30 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

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

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$45.52**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.78; double time rate \$22.37

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

President's Day

Columbus Day

Veteran's Day

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holiday

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

Electrician "A" (Single Shift / First Shift)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$58.00**

Supplemental Benefit Rate per Hour: **\$58.46**

Electrician "A" (Single Shift Overtime after 7 hrs / First Shift Overtime after 8 hrs)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$87.00**

Supplemental Benefit Rate per Hour: **\$62.12**

Electrician "A" (Second Shift)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$68.05**

Supplemental Benefit Rate per Hour: **\$66.61**

Electrician "A" (Second Shift Overtime after 7.5 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$102.08**

Supplemental Benefit Rate per Hour: **\$70.91**

Electrician "A" (Third Shift)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.23**

Supplemental Benefit Rate per Hour: **\$73.47**

Electrician "A" (Third Shift Overtime after 7 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$114.35**

Supplemental Benefit Rate per Hour: **\$78.28**

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

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

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

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

Paid Holidays

None

Shift Rates

When two (2) or three (3) shifts are worked for at least five days, the above shift rates apply.

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 \$25.46.

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$30.50**

Supplemental Benefit Rate per Hour: **\$24.45**

First and Second Year "M" Wage Rate Per Hour: \$26.00

First and Second Year "M" Supplemental Rate: \$22.06

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.75**

Supplemental Benefit Rate per Hour: **\$26.38**

First and Second Year "M" Wage Rate Per Hour: \$39.00

First and Second Year "M" Supplemental Rate: \$23.70

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

Overtime

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

Overtime Holidays

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

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

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

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

Alarm Technician

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$33.90**

Supplemental Benefit Rate per Hour: **\$18.43**

Supplemental Note: \$16.80 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

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

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

Time and one half the regular rate for Sunday.

Paid Holidays

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

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

- At least 1 year of employment.....ten (10) days
- 5 years or more of employment.....fifteen (15) days
- 10 years of employment.....twenty (20) days
- Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$58.00**
Supplemental Benefit Rate per Hour: **\$60.43**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$43.16**
Supplemental Benefit Rate per Hour: **\$44.83**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2020 - 6/30/2021

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

Wage Rate per Hour: **\$37.11**

Supplemental Benefit Rate per Hour: **\$40.34**

Overtime Description

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

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

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2020 - 3/16/2021

Wage Rate per Hour: **\$69.56**

Supplemental Benefit Rate per Hour: **\$37.47**

Effective Period: 3/17/2021 - 6/30/2021

Wage Rate per Hour: **\$72.29**

Supplemental Benefit Rate per Hour: **\$38.29**

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.

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

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: 7/1/2020 - 3/16/2021

Wage Rate per Hour: **\$54.56**

Supplemental Benefit Rate per Hour: **\$37.37**

Effective Period: 3/17/2021 - 6/30/2021

Wage Rate per Hour: **\$56.77**

Supplemental Benefit Rate per Hour: **\$38.19**

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.

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

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

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$72.93**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$116.69**

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco

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

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.74**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$113.18**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$67.06**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$107.30**

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.40**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$112.64**

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$92.76**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

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

Off-Shift Wage Rate: **\$148.42**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.12**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$73.79**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.34**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$75.74**

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$63.37**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$101.39**

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.54**

Supplemental Benefit Rate per Hour: **\$40.60**

Supplemental Note: \$73.80 on overtime

Off-Shift Wage Rate: **\$69.66**

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$65.31**

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

Supplemental Benefit Rate per Hour: **\$39.74**
Supplemental Note: \$72.08 on overtime
Off-Shift Wage Rate: **\$104.50**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$61.05**
Supplemental Benefit Rate per Hour: **\$39.74**
Supplemental Note: \$72.08 on overtime
Off-Shift Wage Rate: **\$97.68**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$46.18**
Supplemental Benefit Rate per Hour: **\$39.74**
Supplemental Note: \$72.08 on overtime
Off-Shift Wage Rate: **\$73.89**

Overtime Description

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.45**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.26**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Engineer - Building Work Oilers I

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$59.33**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.78**

Supplemental Benefit Rate per Hour: **\$39.74**

Supplemental Note: \$72.08 on overtime

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.41**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$33.13**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.54**

Supplemental Benefit Rate per Hour: **\$22.75**

Supplemental Note: Overtime Benefit Rate - \$27.25 per hour (time & one half) \$31.75 per hour (double time).

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION) (Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$65.44**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.83**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.84**

Supplemental Benefit Rate per Hour: **\$35.12**

Supplemental Note: Overtime Benefit Rate - \$49.33 per hour (time & one half) \$63.54 per hour (double time).

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION) (Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.22**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.85 per hour (time & one half), \$68.15 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.96**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.58 per hour (time & one half), \$68.15 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.94**

Supplemental Benefit Rate per Hour: **\$37.55**

Supplemental Note: Overtime benefit rate - \$52.85 per hour (time & one half), \$68.15 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$69.15**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$53.88**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.04**

Supplemental Benefit Rate per Hour: **\$36.01**

Supplemental Note: Overtime benefit rate - \$50.54 per hour (time & one half), \$65.07 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$84.47**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$135.15**

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$87.39**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$139.82**

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$90.15**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$144.24**

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: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$88.02**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$140.83**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$86.31**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$138.10**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$82.08**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$131.33**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$66.62**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$106.59**

Operating Engineer - Road & Heavy Construction VIII

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Utility Compressors

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.08**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$65.21**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$78.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **125.04**

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$71.97**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$115.15**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.26**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$90.02**

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$82.94**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Off-Shift Wage Rate: **\$132.70**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$80.38**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Off-Shift Wage Rate: **\$128.61**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.91**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Off-Shift Wage Rate: **\$123.06**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.41**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Off-Shift Wage Rate: **\$83.86**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$73.53**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Off-Shift Wage Rate: **\$117.65**

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$74.07**

Supplemental Benefit Rate per Hour: **\$32.95**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$118.51

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$105.59
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$168.94

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$82.08
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$131.33

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$80.01
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$128.02

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$67.92
Supplemental Benefit Rate per Hour: \$32.95
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: \$108.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$87.64

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$52.80**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$70.36**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$90.61**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$144.98**

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$87.12**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$139.39**

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$52.37**
Supplemental Benefit Rate per Hour: **\$32.95**
Supplemental Note: \$59.95 overtime hours
Off-Shift Wage Rate: **\$83.79**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.93**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Off-Shift Wage Rate: **\$79.89**

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$69.51**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** 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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.21**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$79.02**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$83.68**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: **\$59.95** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$77.15**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$76.35**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$60.84**

Supplemental Benefit Rate per Hour: **\$32.95**

Supplemental Note: \$59.95 overtime hours

For New House Car projects Wage Rate per Hour \$48.70

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$46.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

Shift Rates

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.55**

Supplemental Benefit Rate per Hour: **\$45.34**

Supplemental Note: Supplemental Benefit Overtime Rate: \$68.03

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non-commercial buildings), Glass tinting.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.02**

Supplemental Benefit Rate per Hour: **\$23.19**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2020 - 9/6/2020

Wage Rate per Hour: **\$37.50**

Supplemental Benefit Rate per Hour: **\$16.95**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 9/7/2020 - 6/30/2021

Wage Rate per Hour: **\$38.05**

Supplemental Benefit Rate per Hour: **\$17.75**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$62.01**

Supplemental Benefit Rate per Hour: **\$41.16**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar (\$1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

**HOUSE WRECKER
(TOTAL DEMOLITION)**

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: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$37.18**
Supplemental Benefit Rate per Hour: **\$30.07**

House Wrecker - Tier B

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$26.41**
Supplemental Benefit Rate per Hour: **\$22.48**

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.65**

Supplemental Benefit Rate per Hour: **\$57.62**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

When two or three shifts are employed on a job, Monday through Friday, the second and third shift are paid eight and one half (8 ½) hours at the straight time rate for seven (7) hours of work, and ten (10) hours at the straight time rate for eight (8) hours of work. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$52.70**

Supplemental Benefit Rate per Hour: **\$80.82**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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)

Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$46.63**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with Green Infrastructure projects, the planting of street trees and trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Year 6 and above)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.80**

Supplemental Benefit Rate per Hour: **\$16.55**

Landscaper (Year 3 - 5)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.74**

Supplemental Benefit Rate per Hour: **\$16.55**

Landscaper (up to 3 years)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$16.55**

Groundperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.08**

Supplemental Benefit Rate per Hour: **\$16.55**

Tree Remover / Pruner

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$38.14**

Supplemental Benefit Rate per Hour: **\$16.55**

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.48**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.55**

Watering - Plant Maintainer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.12**

Supplemental Benefit Rate per Hour: **\$16.55**

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.

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.35**

Supplemental Benefit Rate per Hour: **\$41.26**

Marble Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.37**

Supplemental Benefit Rate per Hour: **\$38.71**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Marble Polisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$41.41**

Supplemental Benefit Rate per Hour: **\$30.93**

Marble Maintenance Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$25.53**

Supplemental Benefit Rate per Hour: **\$13.46**

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.84**

Supplemental Benefit Rate per Hour: **\$24.90**

Mason Tender Tier B

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.03**

Supplemental Benefit Rate per Hour: **\$19.22**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.25**

Supplemental Benefit Rate per Hour: **\$48.15**

Supplemental Note: For time and one half overtime - \$59.40 For double overtime - \$74.65

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).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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

Off-shift work outside of normal working hours shall receive straight time rate plus \$12 per hour for the first seven (7) or eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$55.70**
Supplemental Benefit Rate per Hour: **\$54.31**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Second shift receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.82**

Supplemental Benefit Rate per Hour: **\$42.73**

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.22**

Supplemental Benefit Rate per Hour: **\$42.73**

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$49.22**

Supplemental Benefit Rate per Hour: **\$42.73**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$34.70**

Supplemental Note: \$40.99 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$34.70**

Supplemental Note: \$ 40.99 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(District Council of Painters #9)

PAINTER - LINE STRIPING (ROADWAY)

Striping - Machine Operator

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$13.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$15.00

Lineperson (Thermoplastic)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.00**

Supplemental Benefit Rate per Hour: **\$13.37**

Supplemental Note: Overtime Supplemental Benefit rate - \$15.00

Overtime Description

Time and one half the regular rate for all work in excess of ten (10) straight time hours per day and in excess of forty (40) straight time hours per week.

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1010)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.08**

Supplemental Benefit Rate per Hour: **\$9.59**

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$32.03**

Supplemental Benefit Rate per Hour: **\$9.59**

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.58**

Supplemental Benefit Rate per Hour: **\$9.59**

Overtime Description

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate. Four Days a week at Ten (10) hours straight time is allowed.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.13**

Supplemental Benefit Rate per Hour: **\$21.13**

Assistant Sign Painter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$19.40**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Vacation

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2020 - 9/30/2020

Wage Rate per Hour: **\$50.25**

Supplemental Benefit Rate per Hour: **\$46.53**

Effective Period: 10/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.50**

Supplemental Benefit Rate per Hour: **\$48.28**

Painter - Power Tool

Effective Period: 7/1/2020 - 9/30/2020

Wage Rate per Hour: **\$56.25**

Supplemental Benefit Rate per Hour: **\$46.53**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 10/1/2020 - 6/30/2021

Wage Rate per Hour: **\$57.50**

Supplemental Benefit Rate per Hour: **\$48.28**

Overtime Wage Rate: \$6.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$36.36**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.35**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.48**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.95**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.35**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.48**

Supplemental Benefit Rate per Hour: **\$46.71**

Supplemental Note: For time and one half overtime - \$50.71 For double overtime - \$54.71

Overtime Description

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Paid Holidays

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$45.73

Supplemental Benefit Rate per Hour: \$27.37

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$38.40**

Supplemental Benefit Rate per Hour: **\$31.04**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$70.35**

Supplemental Benefit Rate per Hour: **\$37.85**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$56.36**

Supplemental Benefit Rate per Hour: **\$30.20**

Overtime Description

Double time the regular rate after a 7 hour or 8 hours per day at the employers option.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.37**

Supplemental Benefit Rate per Hour: **\$18.31**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$48.84**

Supplemental Benefit Rate per Hour: **\$27.20**

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$68.38**

Supplemental Benefit Rate per Hour: **\$26.33**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,
STEAMBLASTER
(Exterior Building Renovation)**

Journey person

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.39**

Supplemental Benefit Rate per Hour: **\$27.79**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.25**

Supplemental Benefit Rate per Hour: **\$34.81**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.61**

Supplemental Benefit Rate per Hour: **\$52.09**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.49**

Supplemental Benefit Rate per Hour: **\$52.09**

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.26**

Supplemental Benefit Rate per Hour: **\$11.63**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.66**

Supplemental Benefit Rate per Hour: **\$25.99**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.50**

Supplemental Benefit Rate per Hour: **\$3.95**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$19.07**

Supplemental Benefit Rate per Hour: **\$3.59**

Shipyard Laborer - First Class

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.40**

Supplemental Benefit Rate per Hour: **\$3.75**

Shipyard Laborer - Second Class

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.38**

Supplemental Benefit Rate per Hour: **\$3.52**

Shipyard Dockhand - First Class

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.57**

Supplemental Benefit Rate per Hour: **\$3.68**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$17.28**

Supplemental Benefit Rate per Hour: **\$3.52**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

SIGN ERECTOR

(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$50.79**

Supplemental Benefit Rate per Hour: **\$56.05**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

President's Day

Memorial Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$57.95**

Supplemental Benefit Rate per Hour: **\$57.84**

Supplemental Note: Overtime supplemental benefit rate: \$114.94

Steamfitter -Temporary Services

When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$44.04**

Supplemental Benefit Rate per Hour: **\$47.01**

Overtime Description

Double Time the regular rate after 7 or 8 hours in a day.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$42.60**

Supplemental Benefit Rate per Hour: **\$17.96**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$54.99**

Supplemental Benefit Rate per Hour: **\$45.58**

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
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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$47.82**

Supplemental Benefit Rate per Hour: **\$27.56**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

TELECOMMUNICATION WORKER

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Telecommunication Worker

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$45.88**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.

After 12 months but less than 7 years.....two weeks.

After 7 or more but less than 15 years.....three weeks.

After 15 years or more but less than 25 years.....four weeks.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.31**

Supplemental Benefit Rate per Hour: **\$34.43**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work (performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$55.86**

Supplemental Benefit Rate per Hour: **\$39.08**

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 (performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.05**

Supplemental Benefit Rate per Hour: **\$51.94**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$67.00**

Supplemental Benefit Rate per Hour: **\$58.33**

Tunnel Workers (Compressed Air Rates)

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$64.63**

Supplemental Benefit Rate per Hour: **\$56.47**

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$63.53**

Supplemental Benefit Rate per Hour: **\$55.38**

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$62.29**
Supplemental Benefit Rate per Hour: **\$54.44**

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$62.29**
Supplemental Benefit Rate per Hour: **\$54.44**

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$54.72**
Supplemental Benefit Rate per Hour: **\$51.24**

Blasters (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$63.91**
Supplemental Benefit Rate per Hour: **\$56.01**

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$61.15**
Supplemental Benefit Rate per Hour: **\$53.66**

All Others (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$56.51**
Supplemental Benefit Rate per Hour: **\$49.67**

Microtunneling (Free Air Rates)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$48.92**
Supplemental Benefit Rate per Hour: **\$42.93**

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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)

UTILITY LOCATOR
(Locate & mark underground utilities for street excavation.)

Utility Locator (Year 7 and above)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.56**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 5 - 6)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.85**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 4)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 3)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.30**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 2)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$19.13**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Year 1)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.04**

Supplemental Benefit Rate per Hour: **\$1.43**

Utility Locator (Up to 1 year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours

For year 1 - 2 48 hours per year

For year 3 - 9 96 hours per year

For year 10 or more 144 hours per year

Sick Days:

For up to 1 year employee receives 40 hours paid sick leave.

For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.

For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.

For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

WELDER

**TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

**CONSTRUCTION APPRENTICE
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

BOILERMAKER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$32.44

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$34.32

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.21

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.07

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$39.97

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$41.86

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$43.73

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$20.61

(Bricklayer District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

CARPENTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$19.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$15.95

Wage Rate Per Hour For Heavy Apprentice: 40% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

Carpenter (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$22.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$17.45

Wage Rate Per Hour For Heavy Apprentice: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

Carpenter (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$26.45

Supplemental Benefit Rate Per Hour For Building Apprentice: \$21.05

Wage Rate Per Hour For Heavy Apprentice: 65% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

Carpenter (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour For Building Apprentice: \$34.33

Supplemental Benefit Rate Per Hour For Building Apprentice: \$23.05

Wage Rate Per Hour For Heavy Apprentice: 80% of Journeyman's rate

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$34.49

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Carpenter - High Rise (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$17.52**
Supplemental Benefit Rate per Hour: **\$16.30**

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$23.95**
Supplemental Benefit Rate per Hour: **\$16.43**

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$30.53**
Supplemental Benefit Rate per Hour: **\$16.56**

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$38.15**
Supplemental Benefit Rate per Hour: **\$16.71**

(Carpenters District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 53% of Journeyman's rate
Supplemental Benefit Rate per Hour: \$14.29

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 69% of Journeyman's rate
Supplemental Benefit Rate per Hour: \$19.22

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate per Hour: \$20.30

(Cement Concrete Workers District Council)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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: 7/1/2020 - 6/30/2021
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: 7/1/2020 - 6/30/2021
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: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.49

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$16.50**

Supplemental Benefit Rate per Hour: **\$14.54**

Overtime Supplemental Rate Per Hour: **\$15.63**

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$14.80**

Overtime Supplemental Rate Per Hour: **\$15.93**

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$15.31**

Overtime Supplemental Rate Per Hour: **\$16.51**

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$19.00**

Supplemental Benefit Rate per Hour: **\$15.83**

Overtime Supplemental Rate Per Hour: **\$17.09**

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.00**

Supplemental Benefit Rate per Hour: **\$16.35**

Overtime Supplemental Rate Per Hour: **\$17.68**

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$16.87**
Overtime Supplemental Rate Per Hour: \$18.26

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$22.00**
Supplemental Benefit Rate per Hour: **\$17.38**
Overtime Supplemental Rate Per Hour: \$18.84

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$24.00**
Supplemental Benefit Rate per Hour: **\$18.42**
Overtime Supplemental Rate Per Hour: \$20.01

Electrician (Fifth Term: 0-12 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$26.00**
Supplemental Benefit Rate per Hour: **\$22.06**
Overtime Supplemental Rate Per Hour: \$23.70

Electrician (Fifth Term: 13-18 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$30.50**
Supplemental Benefit Rate per Hour: **\$24.45**
Overtime Supplemental Rate Per Hour: \$26.38

Overtime Description

Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.76

Elevator (Constructor) - Second Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.67

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.31

Elevator (Constructor) - Third Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.74

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.42

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.80

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.52

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.09

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.71

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$32.62

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.26

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$33.67

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$34.35

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2020 - 3/16/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$34.73

Effective Period: 3/17/2021 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$35.45

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$25.38
Supplemental Benefit Rate per Hour: \$26.69

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Engineer - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$31.72**
Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$34.89**
Supplemental Benefit Rate per Hour: **\$26.69**

Engineer - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$38.06**
Supplemental Benefit Rate per Hour: **\$26.69**

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour 40% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$22.45**

Operating Engineer - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$22.45**

Operating Engineer - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyperson's Rate
Supplemental Benefit Per Hour: **\$22.45**

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$24.20**

Supplemental Benefit Rate per Hour: **\$15.95**

Floor Coverer (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.20**

Supplemental Benefit Rate per Hour: **\$17.45**

Floor Coverer (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$31.45**

Supplemental Benefit Rate per Hour: **\$21.05**

Floor Coverer (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$39.33**

Supplemental Benefit Rate per Hour: **\$23.05**

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Glazier (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Glazier (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Glazier (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1281)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 78% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Second 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Third 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 83% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 89% of Journeyperson's rate

Supplemental Benefit Rate Per Hour: \$14.25

(Local #78)

HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 45% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$20.20
Supplemental Benefit Rate per Hour: \$9.67

House Wrecker - Second Year

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$22.15**

Supplemental Benefit Rate per Hour: **\$9.67**

House Wrecker - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

House Wrecker - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$40.20

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$41.44

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$42.68

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$45.17

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$47.65

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$27.45
Supplemental Benefit Rate per Hour: \$55.62

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$28.05
Supplemental Benefit Rate per Hour: \$55.62

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$28.66
Supplemental Benefit Rate per Hour: \$55.62

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**
(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: \$46.63

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2020 - 6/30/2021
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Seventh 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Cutters & Setters - Eighth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Ninth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Tenth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 900 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 900 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Polishers & Finishers - Third 900 Hours

Effective Period: 7/1/2020 - 6/30/2021

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: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.20**

Supplemental Benefit Rate per Hour: **\$9.67**

Mason Tender - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.15**

Supplemental Benefit Rate per Hour: **\$9.67**

Mason Tender - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

Mason Tender - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$22.55**

Supplemental Benefit Rate per Hour: **\$17.87**

Metallic Lather (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$20.66**

Metallic Lather (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.68**

Supplemental Benefit Rate per Hour: **\$21.32**

Metallic Lather (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$21.82**

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.99**

Supplemental Benefit Rate per Hour: **\$34.94**

Millwright (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.44**

Supplemental Benefit Rate per Hour: **\$38.64**

Millwright (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$40.89**

Supplemental Benefit Rate per Hour: **\$42.99**

Millwright (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$51.79**

Supplemental Benefit Rate per Hour: **\$49.75**

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.20**

Supplemental Benefit Rate per Hour: **\$15.93**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$20.49**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$25.80**

Supplemental Benefit Rate per Hour: **\$24.11**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$34.40**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$30.93**

(District Council of Painters)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$16.00**

Supplemental Benefit Rate per Hour: **\$6.66**

Metal Polisher (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$6.66**

Metal Polisher (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$6.66**

(Local 8A-28)

PAINTER - STRUCTURAL STEEL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$29.36

Supplemental Benefit Rate per Hour: \$22.50

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: \$31.00

Supplemental Benefit Rate per Hour: \$22.50

(Local #1010)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$13.88

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$14.36

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.44

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$17.53

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.72

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$20.81

(Local #530)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$20.20
Supplemental Benefit Rate per Hour: \$9.67

Plasterer Tender - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: \$22.15
Supplemental Benefit Rate per Hour: \$9.67

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plasterer Tender - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$23.65**

Supplemental Benefit Rate per Hour: **\$9.67**

Plasterer Tender - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$26.15**

Supplemental Benefit Rate per Hour: **\$9.67**

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$16.28**

Supplemental Benefit Rate per Hour: **\$5.43**

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$19.28**

Supplemental Benefit Rate per Hour: **\$6.43**

Plumber - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$27.91**

Supplemental Benefit Rate per Hour: **\$20.13**

Plumber - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$30.01**

Supplemental Benefit Rate per Hour: **\$20.13**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Plumber - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$32.86**
Supplemental Benefit Rate per Hour: **\$20.13**

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$34.26**
Supplemental Benefit Rate per Hour: **\$20.13**

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$46.33**
Supplemental Benefit Rate per Hour: **\$20.13**

(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: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$27.14**
Supplemental Benefit Rate per Hour: **\$14.34**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$30.50**
Supplemental Benefit Rate per Hour: **\$19.24**

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate per Hour: **\$36.10**
Supplemental Benefit Rate per Hour: **\$21.99**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$43.46**

Supplemental Benefit Rate per Hour: **\$22.99**

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 35% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$3.51**

Roofer - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$17.54**

Roofer - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$20.99**

Roofer - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Benefit Rate Per Hour: **\$26.18**

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.51

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.11

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.09

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.81

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.81

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.91

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.91

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$42.65

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 35% of Journeyman's rate
Supplemental Rate Per Hour: \$16.13

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$18.29

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$20.47

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$22.67

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$30.68

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$33.38

Sign Erector - Fourth Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.84

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$39.62

Sign Erector - Fifth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$42.38

Sign Erector - Sixth Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$45.13

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Steamfitter - Third Year

Effective Period: 7/1/2020 - 6/30/2021
Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$20.63**

Supplemental Benefit Rate per Hour: **\$12.13**

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$24.89**

Supplemental Benefit Rate per Hour: **\$13.25**

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$29.00**

Supplemental Benefit Rate per Hour: **\$14.43**

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate per Hour: **\$35.01**

Supplemental Benefit Rate per Hour: **\$16.02**

(Local #638-B)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 80% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 100% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Drywall Taper - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Drywall Taper - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Drywall Taper - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2020 - 6/30/2021

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)

Timberperson - First Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

Timberperson - Second Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

Timberperson - Third Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 65% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

Timberperson - Fourth Year

Effective Period: 7/1/2020 - 6/30/2021

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: \$34.22

(Local #1536)



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 609-3822
FAX NUMBER: (212) 609-8499

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To: Agency Chief Contracting Officers

From: Leonard A. Mancusi *L.A. Mancusi*

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

LAM:er
ACCO.SECURITY AT SITES





**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 2 OF 3

Contractor

Dated _____, 20__

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20__



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: SER20079

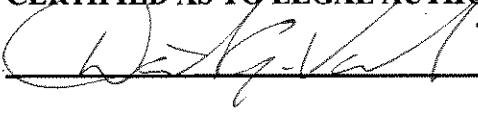
**THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND
APPURTENANCE IN:
WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET**

**Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Contractor

Dated _____, 20__

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**



Acting Corporation Counsel

JP
2-10-20

Dated February 10, 2020



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND
CONSTRUCTION
DIVISION OF INFRASTRUCTURE
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY, 11101
TEL: 718.391.1000
WEB: www.nyc.gov/ddc**

TO BE FILLED IN BY THE BIDDER:

BIDDER'S NAME:

BID SECURITY (CIRCLE ONE):
BID BOND / CERTIFIED CHECK

NUMBER OF ADDENDUMS RECEIVED
AND ATTACHED TO BID:
____ ADDENDUMS

DDC CLIENT AGENCY:
**DEPARTMENT OF ENVIRONMENTAL
PROTECTION
PREPARED BY:
IN HOUSE
DATE PREPARED:
DECEMBER 9 , 2019**



VOLUME 3 OF 3

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: SER20079

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD
SPECIFICATIONS**

**THE CONSTRUCTION OF SANITARY & STORM SEWER,
WATER MAINS AND APPURTENANCE IN:**

**WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET**

TOGETHER WITH ALL WORK INCIDENTAL THERETO
**BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**



VOLUME 3 OF 3

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(NO TEXT ON THIS PAGE)

SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> and <https://www1.nyc.gov/html/dot/html/about/dotlibrary.shtml#spec> or for purchase between 9:00 A.M. and 3:00 P.M. Bid Window, at 55 Water St., Ground Floor, NYC, N.Y. 10041. Tel. (212) 839-9435.

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <http://www1.nyc.gov/site/ddc/resources/publications.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Nader Soliman, Tel. (718) 391-1179

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised August 2018

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available online at: <https://www1.nyc.gov/site/dep/water/green-infrastructure.page> or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101.

Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings, November 2010
2. Specifications for Trunk Main Work, July 2014
3. Standard Design and Guidelines for Green Infrastructure Practices, latest version, available only online at: <https://www1.nyc.gov/assets/dep/downloads/pdf/water/stormwater/green-infrastructure/green-infrastructure-standard-designs.pdf>

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302

E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities of New York City are available online at <https://www1.nyc.gov/assets/fdny/downloads/pdf/about/fdny-plant-operations-standard-drawings-specifications.pdf> or for pick up from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010.

SCHEDULE A**(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATED TO ARTICLE 22 – INSURANCE)****PART I. REQUIRED INFORMATION**

<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 BID SECURITY</u></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount</p>
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26 PERFORMANCE AND PAYMENT BONDS</u></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><u>INFORMATION FOR BIDDERS DEPARTMENT OF DESIGN AND CONSTRUCTION SAFETY REQUIREMENTS</u></p> <p>The Contractor shall provide the safety personnel as indicated to the right.</p>	<ul style="list-style-type: none"> ■ Project Safety Representative ■ Dedicated, full-time Project Safety Manager
<p align="center"><u>CONTRACT ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>See Page SA-4</p>
<p align="center"><u>CONTRACT ARTICLE 15 LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	<p><u>\$4,000.00</u> for each consecutive calendar day over substantial completion time</p>
<p align="center"><u>CONTRACT ARTICLE 17. SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed <u>35</u> % of the Contract price</p>

<p align="center"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<p align="center"><u>5 %</u> of the value of the Work</p>
<p align="center"><u>CONTRACT ARTICLE 22.</u> <u>(Per Directions Below)</u></p>	<p align="center">See pages SA-5 through SA-13</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p align="center">1% of Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p align="center">Eighteen (18) Months, excluding Trees</p> <p align="center">Twenty-four (24) Months for Tree Planting</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, as shown in the column to the right.</p>	<p align="center">Addenda, numbered:</p> <hr/>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p align="center">Amount for which the Contract was Awarded:</p> <hr/> <p align="right">_____ Dollars</p> <p align="center">(\$ _____)</p>
<p align="center"><u>CONTRACT ARTICLE 79.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p align="center">See M/WBE Utilization Plan in the Bid Booklet</p>

<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR ENGINEER'S FIELD OFFICE</u></p> <p>If the Contractor fails to satisfactorily provide the field office and all equipment specified in Section 6.40 - Engineer's Field Office, and/or if a cited deficiency exceed seventy two (72) hours after notice from the Engineer in writing, or is permitted to recur, liquidated damages will be assessed in the amount specified herein for each subsequent calendar day or part thereof that a cited deficiency resulting in nonpayment, as described in Section 6.40.5, is not corrected.</p>	<p>\$ <u>500.00</u> for each calendar day of deficiency</p>
<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE AND PROTECTION OF TRAFFIC</u></p>	<p>\$ <u>250.00</u> for each instance of failure to comply with the Maintenance and Protection of Traffic requirements within three (3) hours after written notice from the Engineer.</p> <p>\$ <u>500.00</u> for each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation.</p>
<p style="text-align: center;"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR MAINTENANCE OF SITE</u></p> <p>If the Contractor fails to comply, within three (3) consecutive hours after written notice from the Engineer, with the requirements of Section 7.13 - Maintenance of Site, the Contractor shall pay to the City of New York, until such notice has been complied with or rescinded, the sum specified above per calendar day, for each instance of such failure, as liquidated damages and not as a penalty, for such default.</p>	<p>\$ <u>500.00</u> for each calendar day, for each occurrence</p>

Date for Substantial Completion (Reference: Article 14)

The Contractor shall substantially complete the Work within the Final Contract Duration determined in accordance with the terms and conditions set forth herein.

The Base Contract Duration for this project is 545 consecutive calendar days ("ccds").

The Final Contract Duration shall be the Base Contract Duration when a check mark is indicated before the word "NO", below, and shall be the Base Contract Duration adjusted by the table set forth below when a check mark is indicated before the word "YES", below.

YES NO

When the Final Contract Duration is indicated above to be adjusted by the table below, the table may increase the Base Contract Duration depending on the date of scheduled substantial completion to avoid a scheduled substantial completion of the Work during the winter months. The date of scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice to Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice to Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month of Substantial Completion based on the Base Contract Duration	Number of Days of adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November –December 15	0
December 16 – December 31	180

In addition, should Item No. 9.30, "Storm Water Pollution Prevention," exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60 ccd shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$ <u>3,000,000</u> per occurrence and \$ <u>6,000,000</u> per project aggregate applicable to this Contract.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 20 10 and CG 20 37, 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager), 3 <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation.</u> 4. National Grid

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p>Additional Requirements:</p> <p>(1) <u>NYCTA "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</u></p> <p>(2) <u>Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.</u></p>
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<p><input type="checkbox"/> Builders' Risk</p> <p>Art. 22.1.4</p>	<p><input type="checkbox"/> Required: 100% of total bid amount</p> <p><input type="checkbox"/> Required: 100 % of total bid amount for Item(s):</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<p><input checked="" type="checkbox"/> Commercial Auto Liability</p> <p>Art. 22.1.5</p>	<p>\$ <u>2,000,000</u> per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p> <p>Additional Insureds:</p> <p>Additional Insureds:</p> <p>(1) <u>City of New York, including its officials and employees.</u></p> <p>(2) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</u></p>

<input type="checkbox"/> Contractors Pollution Liability Art. 22.1.6	<p>\$ <u>5,000,000</u> per occurrence \$ <u>5,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Protection and Indemnity Art. 22.1.7(a)	<p>\$ _____ each occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance Art. 22.1.7(b)	<p>\$ _____ per occurrence \$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Pollution Liability Art. 22.1.7(c)	<p>\$ <u>1,000,000</u> per occurrence \$ <u>1,000,000</u> aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

<p>[OTHER] Art. 22.1.8</p> <p>■ Railroad Protection Liability Policy</p> <p>(ISO-RIMA or equivalent form) approved by Permitter covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:</p> <ul style="list-style-type: none"> • Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy when environmental-related work and/or exposures exist. • Indicate the Name and address of the Contractor to perform the work, the Contract # and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <u>Original Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.</u> 	<p style="text-align: center;">\$ <u>2,000,000</u> per occurrence</p> <p style="text-align: center;">\$ <u>6,000,000</u> annual aggregate</p> <p>Named Insureds:</p> <ol style="list-style-type: none"> 1. the City of New York (as Owner) and all other indemnified parties.
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<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>B. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>	
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<p>[OTHER] Art. 22.1.8</p> <p>■ Engineer's Field Office</p> <p>Section 6.40, Standard Highway Specifications</p>	<p>Fire insurance, extended coverage and vandalism, malicious mischief and burglary, and theft insurance coverage in the amount of <u>\$40,000</u></p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p>Umbrella/Excess Liability Insurance - The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amount of \$10,000,000 per Occurrence and \$10,000,000 in Aggregate. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.</p>	

Per **Article 22.2.5** of the **Standard Construction Contract**: The Contractor may satisfy its insurance obligations as defined in this Schedule A through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)
(GENERAL CONDITIONS RELATING TO ARTICLE 22 – INSURANCE)

PART III. CERTIFICATES OF INSURANCE

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A

(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

DDC Director, Insurance Risk Manager

30 – 30 Thomson Avenue, 4th Floor (IDCNY Building)

Long Island City, NY 11101

(NO FURTHER TEXT ON THIS PAGE)

REVISIONS TO STANDARD SPECIFICATIONS

NOTICE

The Specification Bulletin(s) ("SB(s)") referenced in this Section (R-Pages) may consist of revisions to the following Standard Specifications:

- New York City Department of Transportation ("NYC DOT") Standard Highway Specifications, dated 8/1/2015;
- New York City Department of Environmental Protection ("NYC DEP") Standard Sewer and Water Main Specifications, dated 7/1/2014; and
- NYC DEP Specifications for Trunk Main Work, dated 7/2014.

The SB(s) modify and supersede portions of the applicable Standard Specifications. The provisions contained in this Contract's I-Pages, S-Pages and SW-Pages may further modify the applicable Standard Specifications.

The following SB(s) are included as part of this contract:

- SB 16-001 – REVISIONS TO THE NYC DOT STANDARD HIGHWAY SPECIFICATIONS.
- SB 16-002 – REVISIONS TO THE NYC DEP STANDARD SEWER AND WATER MAIN SPECIFICATIONS.
- SB 17-001 – UV CURED-IN-PLACE-PIPE (CIPP) LINING METHOD
- *SB 17-002 – SUPERSEDED BY SB 18-001*
- SB 17-003 – ENGINEERS FIELD OFFICE
- SB 17-004 – FIRE DEPARTMENT FACILITIES
- SB 17-005 – DIGITAL PHOTOGRAPHS
- SB 17-006 – RECORDS OF SUBSURFACE STRUCTURES
- SB 17-007 – MOBILIZATION
- SB 17-008 – QUALIFICATION CARDS
- SB 17-009 – SALVAGEABLE MATERIALS
- SB 17-010 – MILLED ASPHALTIC CONCRETE AGGREGATE
- SB 17-011 – DETECTABLE WARNING UNIT COLOR

- SB 17-012 – TEMPORARY HOUSE CONNECTION MATERIAL
- SB 18-001 – RODENT AND WATERBUG PEST CONTROL
- SB 18-002 – COLOR SURFACE TREATMENT FOR PAVEMENTS
- SB 18-003 – WATER AND SEWER GENERAL PROVISIONS
- SB 18-004 – CUTTING DUCTILE IRON PIPE
- SB 18-005 – STOCKPILES
- SB 19-001 – RESTORATION OF PAVEMENT SURFACE
- SB 19-002 – SCHEDULE OF OPERATIONS

The SB(s) are available online at:

<http://www1.nyc.gov/site/ddc/resources/specification-bulletins.page> or for pickup between 8:00 AM and 4:00 PM at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, NY 11101. Contacts:

- Mr. Richard Jones, (718) 391-1417
- Mr. Salman Macktoom, (718) 391-2041

(NO FURTHER TEXT THIS PAGE)

S - PAGES

GENERAL AND SPECIAL PROVISIONS:

- (A) GENERAL PROVISIONS**
 - (B) HIGHWAY PROJECT SPECIFIC PROVISIONS**
 - (C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS**
 - (D) GREEN INFRASTRUCTURE PROVISIONS**
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NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE GENERAL AND SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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(NO TEXT)

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(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

S-20 R

(A) GENERAL PROVISIONS

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the NYCDOT Standard Highway Specifications, except that survey controls established for this project may no longer exist and the Contractor shall be required to re-establish the survey control information using official Borough Survey Control Monuments and Bench Marks, where they exist. The Contractor shall check with Topographic Section of the Borough President's Office as to the reliability and accuracy of the data to be used for lines and grades.

B. SPECIFIC TRAFFIC STIPULATIONS. Under this contract, the Contractor shall perform the work in strict accordance with the requirements of Section 6.70 in the Standard Highway Specifications, specific traffic stipulations as called for on the plans, OCMC Traffic Stipulations attached to the end of these Special Provisions, and the directions of the Engineer. In case of a conflict, the Engineer's decision shall be final.

In addition, the cost of compliance with requirements of the OCMC Traffic Stipulations, unless otherwise provided for, shall be deemed included in the prices bid for all scheduled items.

C. HOLIDAY CONSTRUCTION EMBARGO. A special Holiday Construction Embargo shall be in effect on the Friday of the week preceding Thanksgiving Day week from 6:00 AM to 11:59 PM and again from the Monday of Thanksgiving Day week from 6:00 AM through January 2, at 11:59 PM. Roadway and sidewalk construction activities will be restricted during the embargo period on the streets listed below*.

Any permits issued prior to the date of this notice, for work during this embargo period on the streets listed below which do not already have the permit stipulation "410" are hereby suspended for the period noted above. All permittees must comply with this embargo unless a special waiver is granted by OCMC. Waiver requests must be filed at least thirteen days before Thanksgiving Day, in the Permit Office by filing a "Request for Roadway/Sidewalk Permits During "Embargo Periods" and submitting supporting documentation. Waiver requests should only be submitted for critical reasons for a specific project. If a waiver is granted, the applicant will be notified so they can apply for the approved permits. Waivers **are not** required for ongoing Building Construction Activity Permits which already include the "410" permit stipulation. Waiver request forms may be obtained at any Permit Office or on the Department of Transportation's website at: <http://www.nyc.gov/html/dot/downloads/pdf/holidayembapp.pdf>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization

* Please note that this embargo only applies to NYCDOT construction permits.

* List of street and maps of the affected locations are available by borough on the Department of Transportation's website at:

<http://www.nyc.gov/html/dot/html/motorist/trafalrt.shtml>

Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

D. CONTRACT ITEMS THAT INCLUDE BACKFILL AS A PART OF THEIR WORK. The following shall pertain to all contract items that have backfill as a part of their work: Backfilling shall comply with Subsection 4.11.3 of the Standard Specifications and no additional payment will be made for any Highway or Street Lighting work item requiring Contractor to furnish additional fill material to meet these requirements when backfilling.

E. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES. Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications.

F. DISPOSAL OF EXCESS EXCAVATED MATERIAL. All excess excavated material, with the exception of contaminated material, shall become the property of the Contractor and shall be properly disposed of away from the site, at the Contractor's expense. Contaminated material shall be disposed of separately in accordance with contract requirements.

G. NO EXTENSION OF TIME FOR WINTER SHUT-DOWN. Where the Contractor's approved work schedule for installing sidewalk, curb, roadway base and/or pavement falls within the winter period of December 1st through April 1st, the Contractor will NOT be granted an extension of time for completion of this contract due to the winter shut-down period, unless otherwise provided in Schedule A.

H. PRIVATE UTILITY HARDWARE ADJUSTMENTS. will be performed by the owning utility company or its agent, at its expense. The Contractor shall notify the utility company 72 hours prior to start of work at each location where its hardware requires adjustment.

I. SURVEY MONUMENTS. When working in the vicinity of survey monument the Contractor shall hand excavate per Item 8.02 AB-S at City Survey Monuments, for a distance of five (5) feet around each monument, as directed by the Engineer.

J. RESTORATION OF ADJACENT AREAS. The Contractor shall be required to remove all form work. In planting strip areas, the Contractor shall be required to restore areas damaged as a result of the Contractor's operations, to the satisfaction of the Engineer, with sod. The Contractor shall also, as directed by the Engineer, make safe adjacent areas to the Contractor's work, such as: restoring missing or damaged pavement markings that were removed or damaged as a result of the Contractor's operations (as per requirements of Section 6.44 in the Standard Specifications); resetting granite blocks in tree pits; and, applying asphaltic concrete mixture (Item 4.02 CB) where badly broken sidewalk or curb may create a dangerous condition just outside his area of operation, where and when directed by the Engineer.

All restoration work shall be done to the satisfaction of the Engineer.

K. 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.

L. FUEL COST. The Contractor is notified that the fuel cost per gallon used in the formula under Sub-Article 26.2.8 of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <http://www.eia.gov/petroleum/gasdiesel/>. The USEIA-published cost per gallon for the applicable fuel on the East Coast for the week in which the first day of each calendar quarter during the contract term occurs (i.e., January 1st, April 1st, July 1st and September 1st) will be used in the reimbursement formula for all **Extra Work** invoiced that was performed during that calendar quarter. Should the USEIA stop publishing this fuel price index, the fuel cost per gallon will be determined by reference to a substitute index to be agreed upon by the Contractor and the City.

M. NYCDPR CONSTRUCTION PERMITS AND OTHER REQUIREMENTS.

1. At least thirty (30) days prior to the upcoming start of construction at or near the New York City Department of Parks and Recreation (NYCDPR) land, the contractor is required to issue a notice to NYCDPR about the start of construction activity. At least 30 days in advance of the Order to Work Date, the contractor shall notify the New York City Department of Parks and Recreation (NYCDPR) of the upcoming start of construction by emailing interagency@parks.nyc.gov.

2. Parks Construction Permits are required for all work on Parkland. Construction Permits may also be required for work on sidewalks adjacent to Parks properties or other areas maintained by NYCDPR such as Greenstreets depending on the scope of work. It is the contractor's responsibility to coordinate with Parks via email at interagency@parks.nyc.gov to establish whether Construction Permits are required for the contract scope of work.

3. The contractor will not be permitted to store, stage, stockpile, barricade, lay down construction materials or equipment, or otherwise impede access to Parkland, Greenstreets, or sidewalks in the right-of-way fronting Park properties unless such permission is granted by NYCDPR via issuance of a Parks Construction Permit.

4. The contractor shall obtain the necessary Parks Construction Permit from NYCDPR prior to the start of work on Parkland or areas under Parks' jurisdiction. The Construction Permit application is found online at <https://www.nycgovparks.org/permits/construction>.

5. When no Construction Permit is required, the contractor shall must notify Parks at interagency@parks.nyc.gov at least one week in advance of any construction adjacent to Greenstreets or in the right-of-way fronting Parks properties to allow for coordination as needed.

6. The contractor is responsible for the protection of any Greenstreets, sidewalks, and other landscape features under NYCDPR jurisdiction that are adjacent to or enclosed by the construction area, including hardscape, landscape, shrubs, and trees. Any areas and features disturbed or damaged during construction activity are the responsibility of the contractor to restore and repair.

7. Many NYCDPR properties are indicated on the publicly accessible online mapping resource of the New York City Department of Information Technology and Telecommunications (DOITT) at <http://maps.nyc.gov/doitt/nycitymap/>. However, the map is not exhaustive, and contractors should confirm Parks properties in the vicinity of their work with NYCDPR.

8. The contractor must take necessary precautions to prevent interference with or damage to utilities or other facilities during construction. The cost of all work connected with maintaining and protecting utilities affected by the work be borne by the Contractor and the cost will be deemed included in the price bid for the various items in the contract.

9. In the event the Contractor damages an existing utility or interrupts utility service, the Contractor will immediately notify its owner and the Engineer and must commence repair/replacement work as instructed by the Engineer.

10. In the event the Contractor causes an interruption in utility service, the Contractor will immediately arrange for service to be restored and may not cease the repair work until service is restored. The Contractor will not continue work until the service is restored, unless otherwise directed by the Engineer. All corrective utility work shall be acceptable to the engineer and the subject utility owner.

11. If any utility service or connection of unknown ownership is encountered during construction which appears to enter or serve Parkland, Contractor shall contact Parks at interagency@parks.nyc.gov to inquire if Parks is the owner of such utility.

N. START OF CONTRACT WORK. The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within 21 to 30 Days of Contract Registration.

O. VIBRATORY ROLLERS. For Federal Highway Administration (FHWA) project the use of vibratory rollers is prohibited within the project limits.

[ARTICLE "P" IS ONLY APPLICABLE WHEN WORKING NEAR OR AT MTA FACILITIES]

P. N.Y.C. TRANSIT INSURANCE. The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

1. The Permittee at its sole cost and expense shall carry or cause to be carried and will maintain at all times during the period of performance under this Agreement policies of insurance as herein set forth below:

(a) Workers' Compensation Insurance (including Employer's Liability Insurance) with limits as specified in Schedule A, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.

(b) Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule A for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permitter/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved by the Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

(c) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permittee's vehicle enters Permitter property. The insurance must be in the name of the Permittee or its contractor entering the Permitter property with limits of liability in the amount specified in Schedule A for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

(d) Railroad Protective Liability Insurance policy shall be required as specified in Schedule A.

(e) Environmental/Pollution Exposures In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permitter and will be confirmed to the parties prior to the start of the work.

2. General Requirements Applicable to Insurance Policies

(a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the *Permitter/MTA and shall deliver evidence of such policies.*

(b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO) or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permitter containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.

(c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permitter using the following link

<https://us.marketplace.asite.com/marketplace/main/detail/28/1/1/5512158/forms>

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permitter c/o MTA Risk and Insurance Management (MTA RIM) Department – Standards, Enforcement & Claims Unit, 2 Broadway – 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permitter/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permitter/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permitter/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permitter/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self-insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permitter/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

(d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permitter, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy

of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.

(e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permitter Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

(f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.

(g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to:

- (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or
- (ii) treat such failure as an Event of Default.

Q. STANDARD WORKING HOURS: Standard working hours are 7:00 A.M. and 6:00 P.M., Monday through Friday. Work performed outside the standard working hours must be pre-approved by DDC.

R. TREE BARRIERS. The Contractor 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.

Price of the tree barriers must be deemed included in the in the unit prices bid for all scheduled items.

S. UTILITIES. All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.

T. HOUSE CONNECTIONS. All existing house connections 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.

U. VICTAULIC STYLE 77 COUPLING. The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department

of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.

V. STREET LIGHT AND TRAFFIC SIGNAL. The Contractor is responsible for any damage to the existing street lighting and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications and City of New York DOT System Engineering Specifications (dated November 2013) at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

W. SAW CUT. The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

X. PRE-CONSTRUCTION STAGE. The Contractor is advised that the Base Contract Duration (consecutive calendar days "ccds") must also include pre-construction stage from the Notice To Proceed date. During this stage the contractor is required to submit the necessary shop drawings, obtain all permits and submit the health and safety plan for review and approval. The Engineer's field office will also need to be established during this pre-construction stage period. Failure to comply with the pre-construction stage requirements may result in assessing liquidated damages to the contractor for everyday beyond the pre-construction stage duration. The liquidated damage will be of equivalent value as identified in the Schedule A for work beyond the construction completion date.

Y. EXISTING SEWERS, WATER AND APPURTENANCE. The Contractor is notified that at some locations there may exist sewers, manholes, water mains, etc., which are to remain undisturbed and are in close proximity to the line of the proposed work. The Contractor shall exercise extreme care, minimize the trench width of the proposed sewers and take all necessary precautions in placing sheeting and during excavation of the trenches to prevent any damage to the existing structures, pavement, curbs, and sidewalks that are to remain while working adjacent to them. The Contractor may be restricted to use wood sheeting at certain critical locations as directed by the Engineer. Should any damage occur to any portion of the existing structures that are to remain due to the Contractor's operations, the Contractor shall make all repairs to the existing structures to the satisfaction of and as directed by the Engineer. The cost of such repair shall be borne by the Contractor, at no cost to the City. Additional cost to use wood sheeting specifically to ensure integrity of existing sewer structures will be deemed included in all bid items for work.

Z. RECONNECTING EXISTING SEWERS TO NEW MANHOLES. If there are locations on the contract plans, where the Contractor is required to reconnect all existing sewers to the proposed manholes in this contract. The said manholes shall be fabricated to provide openings for the existing sewers at the specified invert elevations as shown on the contract drawings. The cost of reconnecting

existing sewer pipes to new manholes, including concrete collar with steel reinforcements and/or grouting around the existing sewer pipes at the openings and all work necessary to complete the pipe reconnection, to the satisfaction of the Resident Engineer shall be deemed included in the prices bid for all items of work. No additional payment shall be made.

***[ARTICLE "AA" IS ONLY APPLICABLE IF ITEMS FOR VIBRATION MONITORING
ITEM NO. 76.31 IS IN THE BID SCHEDULE]***

AA. VIBRATION MONITORING. In case of structures requiring vibration monitoring, the Contractor, in addition to Continuous Real Time Monitoring for Vibrations as determined in the Construction Report must provide Continuous Real Time Monitoring for Vibrations of existing buildings/structures adjacent to or in the proximity of different types of construction activities being conducted including, but not limited to, installation of sheeting for construction of proposed water and sewer mains, installation of sheeting for excavation of jacking/receiving pits, direct jacking of sewers, piling work or as directed by the Engineer.

AB. 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.

[ARTICLE "AC" IS ONLY APPLICABLE FOR WATERMAIN 24-INCHES AND HIGHER]

AC. "AS-BUILT" DRAWINGS FOR WATER MAINS AND APPURTENANCES 24-INCHES (600-MM.) AND LARGER: Upon the completion of the work for each Capital Project and as a condition precedent to obtaining the certificate for substantial completion for each Capital Project under Article 44 of the Contract, the Contractor shall furnish "As-Built" drawings for water mains and appurtenances 24-inches and larger to the City. The Contractor shall prepare and submit the "As-Built" record drawings to the Engineer for approval. Approved "As-Built" drawings shall be delivered to the Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York, 11101-3045. The following guideline is provided for the preparation of "As-Built" record drawings:

1. The Contractor shall prepare the "As-Built" drawings on AutoCAD and shall provide to the City two (2) sets of Mylar and AutoCAD files on a CD. The drawings on CD's and the plotted Mylar's shall conform to the standard size of 22" x 36" (559-mm. x 914-mm.) using a 1"=30' (1:360) horizontal and 1"=10' (1:120) vertical scale. The Mylar shall be 3-mil in thickness.

2. The "As-Built" drawings shall include but not be limited to the following guidelines summarized below:

(a) Drawings shall consist of the same legend and layout of title boxes shown on the contract drawings.

(b) Each plotted Mylar drawing shall contain the signature and stamp of the Contractor's NYS Professional Engineer/Registered Architect.

(c) The drawings shall include:

- street name and crossing street(s) or distance from;

- north arrow;
- property lines and widths;
- legal and existing street widths, street alignment and grades;
- “new” curb lines and widths;
- water main center line measured off the “new” curb line;
- horizontal stationing for all valves, hydrants, outlets, blow-offs, house service connections, etc., measured on a horizontal line as established by the Borough Office Bureau of Topographic;
- alignment and appurtenance location stationing, and deflection angles;
- cover and elevations (Datum used shall be that of the Borough where work is located);
- location of pipe joints;
- profile of all piping;
- complete details of all outlet piping roundabouts;
- complete details of all blow-off connections to the sewer;
- complete details of all air cocks;
- location of taps and access manholes;
- location of all cathodic protection stations;
- Venturi sensing lines plans and profiles;
- all appropriate notes.

3. The cost of preparing and submitting “As-Built” approved drawings shall be deemed included in the prices bid for all scheduled bid items in the contract. No separate or additional payment will be made for this work.

AD. THE CONTRACTOR IS ADVISED that NYCDOT Standard Drawing number H-1011 dated 7/1/10, SIDEWALK PEDESTRIAN RAMPS is no longer to be used for the purpose of determining geometry, dimensions, and tolerances for the construction of sidewalk ramps. NYSDOT Standard Sheet 608-01 (Pedestrian Facilities) must be used for determining geometry, dimensions, and tolerances for the construction of sidewalk ramps, except that Type 8 must not be used. All requirements of the NYCDOT Standard Highway Specifications will still apply; this does not mandate or allow the use of any NYSDOT Standard Specifications as an alternate unless specifically called for in the contract documents.

NYSDOT Standard Sheet 608-01 is available at the following link:

<https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us>

AE. NO ADDITIONAL PAYMENT. The Contractor is advised that any fences, guardrails, boulders, asphalt walkway of the park, fixtures, other encumbrances removed within project limits during construction shall be replaced in kind to the satisfaction of the Engineer. The cost of such work

shall be deemed included in the prices bid for all contract items of work and no additional or separate payment shall be made.

AF. SHEETING AND EXCAVATION AT TRANSIT FACILITIES. In case of transit facilities like MTA, LIRR, METRO NORTH etc., the Contractor shall exercise extreme caution and take all necessary precautions in placing sheeting and excavation to prevent any damage to the existing underground or overhead structures and its appurtenances during construction work throughout the project area. The Contractor must take full responsibility to protect the said structures and its appurtenances and any damage caused by the Contractor's operations must be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

The Contractor must submit shop drawings to the Transit facilities showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design shall be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work shall be deemed included in the price bid for all items of work under this contract.

[ARTICLE "AG" IS ONLY APPLICABLE IF PAVEMENT MARKING ITEMS LIKE ITEM NUMBERS 6.44, 6.44CST, 6.49 ETC., ARE IN THE BID SCHEDULE]

AG. PAYMENT FOR PAVEMENT MARKINGS Pavement Markings such as those detailed in the Pavement Markings Conversion Table attached herein and shown on the Typical Pavement Markings word messages attached herein Attachment 1 and Attachment 2, will be payable in quantities of LF (Linear Feet).

[ARTICLE "AH" IS ONLY APPLICABLE IF ITEMS ITEM NO. HW-908 FOR ARCHAEOLOGICAL DISCOVERIES IS IN THE BID SCHEDULE]

AH. ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that if requested by the Resident Engineer and the City, the Contractor will be required retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist shall be notified in advance and shall be present on site during sub-surface excavations as he deems necessary. The City's Archaeologist shall be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered. For the purpose of evaluating and recording archaeological resources, the City's Archaeologist shall be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains, and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) shall be notified as directed by the City's Archaeologist and the State Historic Preservation Office (SHPO) requires that the following protocol is implemented:

1. At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.

2. Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

3. The County coroner and local law enforcement as well as the SHPO and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bio-archaeologist will confirm the identification as human.

4. If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult SHPO and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.

5. If human remains are determined to be Euro-American, African- American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the SHPO and other appropriate parties will be required to determine a plan of action.

Should extra work be ordered by the Resident Engineer as a result of any archaeological discoveries, it shall be paid for from the Fixed Sum included in, and in accordance with Item HW-908 Allowance for Extra Work Due To Archaeological Discoveries.

AI. USE OF CITY WATER. Please refer to page 15 of NYCDOT STANDARD SPECIFICATIONS (August 1, 2015), VOLUME I OF II under GENERAL CONDITIONS, Sub Section 1.06.23: Rules, Laws, and Requirements; (A) PERMITS.

AJ. PUBLIC DISSEMINATION OF INFORMATION. The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Commissioner. The obligation under this Section to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by the Commissioner, the Contractor shall not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the City the disclosure demand for such reports, information or data.

The Contractor shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents shall notify the Commissioner, at any time either during or after completion or termination of this Contract, of any intended statement to the press

or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section.

At the request of the Commissioner, the Contractor shall return to the Commissioner any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Commissioner in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Commissioner, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Commissioner does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in the Contract Documents.

AK. PRICES TO INCLUDE. No direct payment will be made for costs incurred in complying with the foregoing Special Provisions, unless otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled contract items.

Attachment 1: Pavement Markings Conversion Table

<i>Symbol</i>	<i>Area (in²)</i>	<i>Area (Feet²)</i>	<i>4" w Tape (LF)</i>	<i>Use (LF)</i>
STOP	3786	26.29	79.67	85
BUMP	5711	39.66	120.18	125
TAXI	3431	23.83	72.2	75
ONLY	3427	23.8	72.12	75
HUMP	5476	38.06	115.24	120
BUS	3628	25.19	76.33	80
SIGNAL	5658	39.29	119.07	125
YIELD	4563	31.69	96.03	100
AHEAD	5882	40.85	123.79	125
TAXI ONLY	6858	47.63	144.32	150
TAXI	3431	23.83	72.2	75
ONLY	3427	23.8	72.12	75
SCHOOL X-ING	11680	81.11	245.79	255
SCHOOL	5674	39.4	119.4	125
X-ING	6006	41.71	126.39	130
FINE LANE	8846	61.43	186.17	195
FIRE	4089	28.4	86.06	90
LANE	4757	33.03	100.11	105
KEEP AREA CLEAR	13726	95.32	288.84	305
KEEP	4205	29.2	88.49	95
AREA	4478	31.1	94.23	100
CLEAR	5043	35.02	106.12	110
TUNNEL ONLY	9204	63.92	193.69	200
TUNNEL	5767	40.05	121.36	125
ONLY	3437	23.87	72.33	75

<i>Symbol</i>	<i>Area (in²)</i>	<i>Area (Feet²)</i>	<i>4" w Tape (LF)</i>	<i>Use (LF)</i>
KEEP CLEAR	9248	64.22	194.61	205
KEEP	4205	29.2	88.49	95
CLEAR	5043	35.02	106.12	110
BICYCLE TRAIL	741	5.15	15.59	20
BICYCLE LANE	494	3.43	10.4	15
BIKE LANE ARROW	328	2.28	6.9	10
HOV LANE DIAMOND	1403	9.74	29.52	35
SKATER SYMBOL	539	3.74	11.34	15
PEDESTRIAN SYMBOL	980	6.81	20.62	25
<i>YIELD AHEAD TRIANGLE</i>				
45 MPH or GREATER	1315	9.13	27.67	30
LESS THAN 45 MPH	932	6.47	19.61	25
<i>YIELD LINE LAYOUT</i>				
LARGE (4)	432	3	9.1	40
SMALL (6)	108	0.75	2.27	18
STRAIGHT ONLY	1772	12.31	37.29	40
LEFT ONLY	2224	15.44	46.8	50
RIGHT ONLY	2224	15.44	46.8	50
STRAIGHT AND LEFT ONLY	4117	28.59	86.64	90
STRAIGHT AND RIGHT ONLY	4117	28.59	86.64	90
WRONG-WAY ARROW	4121	28.62	86.72	90
SPECIAL PAVEMENT ARROW	1837	12.76	38.66	40

<i>Symbol</i>	<i>Area (in²)</i>	<i>Area (Feet²)</i>	<i>4" w Tape (LF)</i>	<i>Use (LF)</i>
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ELONGATED HIGHWAY
ARROWS

STRAIGHT AND LEFT ONLY	4580	31.81	96.38	100
STRAIGHT AND RIGHT ONLY	4580	31.81	96.38	100
STRAIGHT ONLY	1852	12.86	38.97	40
LEFT AND RIGHT ONLY	1783	12.38	37.52	40

Attachment 2: Typical Pavement Marking

WORD MESSAGE "YIELD"
 ACCOMPANIED BY SIGN R1-2
 USE 100 LF
 788
 546
 1068
 791
 1370
 A=4563 in²
 A=31.69 SFT
 4" w TAPE=96.03 LF

WORD MESSAGE "BUS"
 USE 80 LF
 1541
 1182
 905
 A=3628 in²
 A=25.19 SFT
 4" w TAPE=76.33 LF

WORD MESSAGE "ONE"
 USE 75 LF
 1145
 1056
 604
 622
 A=3427 in²
 A=23.80 SFT
 4" w TAPE=72.12 LF

WORD MESSAGE "STOP"
 ACCOMPANIED BY SIGN R1-1
 USE 85 LF
 905
 808
 990
 1083
 A=3786 in²
 A=26 SFT
 4" w TAPE=79.67 LF

WORD MESSAGE "AHEAD"
 USE 125 LF
 108
 1260
 1036
 1108
 1370
 A=5882 in²
 A=40.85 SFT
 4" w TAPE=123.79 LF

WORD MESSAGE "SIGNAL"
 USE 120 LF
 764
 550
 1140
 1418
 1108
 678
 A=5658 in²
 A=39.29 SFT
 4" w TAPE=119.07 LF

WORD MESSAGE "HUMP"
 USE 120 LF
 1306
 1182
 1954
 1034
 A=5476 in²
 A=38.03 SFT
 4" w TAPE=115.24 LF

WORD MESSAGE "BUMP"
 ACCOMPANIED BY SIGNS: SW-479, SW-604, SW-609
 USE 125 LF
 1541
 1182
 1954
 1034
 A=5711 in²
 A=39.66 SFT
 4" w TAPE=120.18 LF

WORD MESSAGE "KEEP AREA CLEAR"
 USE 95 LF
 1117
 918
 918
 252
 A=4205 in²
 A=29.20 SFT
 4" w TAPE=88.49 LF

WORD MESSAGE "SCHOOL X-ING"
 USE 100 LF
 1108
 1344
 1018
 108
 A=4478 in²
 A=31.10 SFT
 4" w TAPE=94.23 LF

PROHIBITED MESSAGE
 USE 110 LF
 944
 729
 918
 1108
 1344
 A=5043 in²
 A=35.02 SFT
 4" w TAPE=106.12 LF

WORD MESSAGE "TAXI"
 USE 75 LF
 802
 1108
 975
 546
 A=3431 in²
 A=23.83 SFT
 4" w TAPE=72.20 LF

WORD MESSAGE "KEEP CLEAR"
 USE 95 LF
 1117
 918
 918
 1252
 A=4205 in²
 A=29.20 SFT
 4" w TAPE=88.49 LF

WORD MESSAGE "TUNNEL ONLY"
 USE 75 LF
 609
 923
 1272
 272
 1003
 688
 A=4943 in²
 A=34.33 SFT
 4" w TAPE=104.03 LF

WORD MESSAGE "FIRE LANE"
 USE 90 LF
 961
 546
 280
 1302
 A=4089 in²
 A=28.40 SFT
 4" w TAPE=86.06 LF

WORD MESSAGE "TAXI ONLY"
 USE 75 LF
 840
 1108
 1507
 1302
 A=4757 in²
 A=33.03 SFT
 4" w TAPE=100.11 LF

WORD MESSAGE "TAXI ONLY"
 USE 75 LF
 802
 1108
 975
 546
 A=3431 in²
 A=23.83 SFT
 4" w TAPE=72.20 LF

WORD MESSAGE "TAXI ONLY"
 USE 75 LF
 1145
 1056
 604
 622
 A=3427 in²
 A=23.80 SFT
 4" w TAPE=72.12 LF

WORD MESSAGE "SCHOOL X-ING"
 ACCOMPANIED BY SIGNS: WS-2, SW-577, SW-580
 USE 125 LF
 943
 881
 1053
 1071
 1071
 655
 A=5674 in²
 A=39.40 SFT
 4" w TAPE=119.39 LF

WORD MESSAGE "SCHOOL X-ING"
 USE 130 LF
 1399
 96
 699
 1837
 1975
 A=6006 in²
 A=41.71 SFT
 4" w TAPE=126.39 LF

DATE	ISSUE	DESCRIPTION

REVISIONS

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 CALCULATIONS BY JORGE TUN, P.E.
 CHECKED BY ALAN YEUNG

CITY OF NEW YORK DEPARTMENT OF TRANSPORTATION
 20-11, DESIGN (REVISED 2009)
 20-11, DESIGN (REVISED 2009)
 20-11, DESIGN (REVISED 2009)

TYPICAL PAVEMENT MARKINGS
 WORD MESSAGES

APPROVED: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 DATE: 12/21/2009

NO. **TMM-1**

(B) HIGHWAY PROJECT SPECIFIC PROVISIONS

(NO TEXT

(C) SEWER & WATER MAIN PROJECT SPECIFIC PROVISIONS

(NO TEXT)

(D) GREEN INFRASTRUCTURE PROVISIONS

(NO TEXT)

(NO TEXT ON THIS PAGE)

(NO TEXT ON THIS PAGE)

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 August 2018), 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 HIGHWAY SPECIFICATIONS
- C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

NO TEXT ON THIS PAGE

A. NOTICE TO BIDDERS

NO TEXT

B. REVISIONS TO THE STANDARD HIGHWAY SPECIFICATIONS

(1) **Refer** to Standard Highway Specifications Volume II (August 1, 2015), Page 372:

Add the following new Section 6.39 B:

6.39.1. DESCRIPTION. Under this section, the Contractor must set up all necessary general plant and facilities, including shops, storage areas, office and such sanitary and other facilities as are required by City, State or Federal law or regulation. Unless otherwise provided, the cost of required bonds and/or any other similar significant initial expenses required for the initiation of the contract work must also be included in this section. The determination of the adequacy of Contractor's facilities, except as noted above, will be made by the Engineer.

6.39.2. MATERIALS. Unless otherwise specified, materials required under this section are not part of the completed contract and may be as selected by the Contractor.

6.39.3. CONSTRUCTION METHODS. Such work as is done in providing the facilities and services under this section must be done in a safe and workmanlike manner and must conform with any pertinent City, State or Federal law, regulation or code. The Contractor must provide facilities and services under this section that are planned and executed to ensure the maintenance of safety and good housekeeping at the construction site.

6.39.4. PRICE TO COVER.

Payment will be made by lump sum. The amount bid will include the furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deems them necessary for the Contractor's operations, consistent with the requirements of this section and the contract. The amount bid for this lump sum item will be payable to the Contractor when the following items are submitted and approved by the Engineer:

1. The provision of a Field Office per Section 6.40 of the NYCDOT Standard Highway Specifications;
2. The Site Safety Plan per the Safety Requirements section of the Information for Bidders;
3. The Schedule of Operations (project baseline schedule) per Section 1.06.25 of the NYCDOT Standard

Highway Specifications;

4. The Progress Schedule per Standard Construction Contract Article 9;
5. Preconstruction Photographs per Section 6.43 of the NYCDOT Standard Highway Specifications are submitted to the Engineer; and
6. Construction Report per Item 76.11CR of the NYCDEP Standard Sewer and Water Main Specifications, if item is required as part of the Contract.

However, should the Contract be terminated, or its term expires prior to completion of at least fifty percent (50%) of the original price bid for the Contract, then the Contractor will be paid a proportionate

amount of this item (hereinafter referred to as the "Adjusted Mobilization Payment") based on the following formula:

$$\text{Adjusted Mobilization Payment} = \text{As Bid Mobilization Cost} \times \frac{\text{Total Actual Payments to the Contractor approved by the Engineer}}{\text{Original Total Bid Price} + \text{Approved and Registered Change Orders}}$$

Where the Contractor has already received the original total payment for this item and the Contract has been terminated or expired prior to completion of at least fifty percent (50%) of the work covered under the original price bid for the Contract, then any monies owed by the City due to the above specified reduction in payment will be withheld from the monies the City owes to the Contractor and/or the City reserves a claim to such funds from the Contractor.

The amount bid for Mobilization must not exceed eight percent (8%) of the total contract price, excluding the price bid for Mobilization, and in no case will payment under this item exceed the original price bid for this item.

Payment will be made under:

Item No.	Item	Pay Unit
6.39 B	MOBILIZATION	L.S.

C. REVISIONS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer to Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances, Page I-11:**

Add the following to **Subsection 10.15:**

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Mr. O'Niel Wright at (212) 460-3870.

- (2) VERIZON/ECS

There are VERIZON/ECS facilities in the area of construction. The Contractor shall notify VERIZON/ECS at least seventy-two (72) hours prior to the start of construction by contacting Mr. Aubrey Makhanlall at (718) 977-8165.

- (3) CHARTER SPECTRUM

There are CHARTER SPECTRUM facilities in the area of construction. The Contractor shall notify CARTER SPECTRUM at least seventy-two (72) hours prior to the start of construction by contacting Mr. Alain Jean Baptiste at (646) 691-5455.

- (4) 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.

- (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, 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. Michael Lofesse/Ghanshyaam Patel - Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (212) 839-3799/ (212) 839-3359, at least seventy-two (72) hours prior to the start of construction.

- (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. Jonathan Landsman at (718) 760-4053.

- (5) N.Y.C. TRANSIT AUTHORITY

- (a) The Contractor shall notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor shall contact:

Mr. Mohamed Adam, P.E.
Project Engineer-Outside Projects
New York City Transit
2 Broadway, 7th Floor
New York, N.Y. 10004
Attention Ms. Alina Avadanei
Telephone No. (646) 252-3641

- (b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements as required under the NYC TRANSIT GENERAL NOTES included in **Section 10.25, paragraph (A), Section 10.25 paragraph (B), and Section 10.25 paragraph (C)** of this section.

Arrangements shall be made through:

Ms. Sarah Wyss
Director of Short Range, Bus Service Planning (SRB)
New York City Transit
2 Broadway, 17th Floor
New York, N.Y. 10004
Telephone No. (646) 252-5517
sarah.wyss@nyct.com

- (c) In addition, the Contractor is advised that construction operations might affect subway lines and stations; and NYCT facilities (i.e. manholes, ducts, etc.). The Contractor shall notify the Transit Authority as required and specified in **Section 10.25 paragraph (A), Section 10.25 paragraph (B), and Section 10.25 paragraph (C)** of this section.

- (3) **Refer to Subsection 10.24 – Damaged Water Service Pipes To Be Repaired By A Licensed Plumber, Page I-14:**

Add the following to **Subsection 10.24:**

If the damaged or cut water service pipe is lead, galvanized steel, or galvanized iron, the service pipe must not be partially replaced, but fully replaced from the main to the house control valve. If the service pipe was damaged, cut, or otherwise interrupted due to the Contractor's actions or means & methods (including selection of shoring systems), the water service pipe will be replaced at the Contractor's own cost.

- (4) **Refer to Subsection 10.25 - Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s), Page I-14:**

Add the following to **Subsection 10.25:**

(A) NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

(B) NYC TRANSIT INSURANCE REQUIREMENTS

N.Y.C. TRANSIT INSURANCE: The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

(1) The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

- (A) Workers' Compensation Insurance - (including Employer's Liability Insurance) with limits as specified in Schedule "A", which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
- (B) Commercial General Liability Insurance - (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule "A" for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permitter/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permittee's vehicle enters Permitter property. The insurance must be in the name of the Permittee or its contractor entering the Permitter property with limits of liability in the amount specified in Schedule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule "A".

(E) Environmental/Pollution Exposures:

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such exposure. The limits and type of insurance provided shall be satisfactory to the Permitter and will be confirmed to the parties prior to the start of the work.

(2) General Requirements Applicable To Insurance Policies:

- (a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permitter/MTA and shall deliver evidence of such policies.
- (b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO") or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permitter containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- (c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permitter:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F
Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permitter c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permitter/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permitter/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permitter/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permitter/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permitter/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- (d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permitter, the Permittee shall deliver to the Authority, within forty-five (45) days of be request,

a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within thirty (30) days of the Binder Approval.

- (e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permitter Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- (f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- (g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

(C) NYC TRANSIT CURRENT AND FUTURE PROJECTS

The Contractor is notified of the following:

- (1) The following subway lines are in proximity of the area of this project:
 - (a) The **Staten Island Railroad** is running North of Willow Avenue

- (5) **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.

- (6) **Refer** to **Subsection 40.02.15 - Disposal Of Water From Trenches**, Page IV-9:
Add the following to **Subsection 40.02.15**:

(A) The Department of Design and Construction has not filed application for Dewatering Permit with the New York State Department of Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, for a Temporary Well Point System Permit. However, it is anticipated that the criteria for rate of pumping specified herebefore in this section will be exceeded in areas of construction; the Contractor shall be responsible for applying and obtaining the necessary dewatering permit prior to the dewatering of trenches within the scope of this project.

As part of the permit application the Contractor will be required to comply with all the requirements of **Section 40.14** of this section.

Copies of all materials submitted to NYSDEC shall be sent to the New York City Department of Design and Construction (NYCDDC), Infrastructure/Design.

The following minimum requirements set forth by the New York Department of Environmental Conservation shall be complied with prior to the start of work in areas of construction requiring dewatering permit:

- (1) An analysis must be made of water samples taken. The results are to be submitted to the Regional Permit Administrator. An analysis shall be made for BOD, salinity, oil, and grease. The samples shall be analyzed by a laboratory certified by the New York State Health Department and the results are to be submitted directed to the New York State Department of Environmental Conservation by the laboratory.
- (2) Prior to setting any wells, wellpoints or header pipes, the Contractor shall submit to the NYSDEC a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on the beach areas shall be done in such a manner as to eliminate any erosion or siltation and will require the installation of splash blocks and/or settling basins.

The Contractor is advised that all work required in obtaining a permit, must be submitted to, and approved by the NYSDEC prior to the commencement of any work in areas of construction requiring dewatering permit. No payment for any item of work will be made, and no shop drawing shall be approved for the areas of construction until such time that a written approval is obtained from the NYSDEC.

(B) The Contractor is advised that all work shall be governed by the provisions and requirements of the obtained permit, and their said provisions and requirements shall be made a part of the contract and the Contractor shall be responsible for strict adherence thereto.

The cost of all work required for applying, complying and obtaining required dewatering permits including the cost for any required updating of permits shall be deemed included in the prices bid for all item of this contract. No additional or separate payment will be made for any work required in order to comply with these requirements.

- (7) **Refer** to Page IV-34:
Add the following new **Section 40.14**:

SECTION 40.14 DEWATERING PERMITS

40.14.1 DESCRIPTION

Under this contract, and at locations where groundwater will be present in the trenches and excavations, the Contractor is required to install, maintain and operate a temporary dewatering system of sufficient size and capacity to control ground and surface water flow into the excavation and to allow all work to be accomplished in the "dry condition".

The Contractor shall be required to obtain the following permits in order to operate a temporary dewatering system.

- (A) A Dewatering/Discharge Permit from the New York City Department of Environmental Protection (NYCDEP);
- (B) A Long Island Well Permit from the New York State Department of Environmental Conservation (NYSDEC), under the Environmental Conservation Law (ECL), Title 15 of Article 15, implemented by 6NYCRR Part 601 - Water Supply and Part 602 - Long Island Well. This permit is required only in the Boroughs of Brooklyn and Queens to withdraw water using a well point or deep well system where the total capacity of such well or wells is in excess of 45-gallons per minute (or 64,800-gallons per day); and,

- (C) An Industrial State Pollutant Discharge Elimination System (SPDES) or a Non-Jurisdictional Determination Letter in compliance with Title 8 and 7 of Article 17 of the Environmental Conservation Law of New York State, respectively.

The Contractor is advised that the provisions and requirements of the aforementioned permits shall govern all work, and the said provisions and requirements are hereby made a part of the sewer contract and the Contractor shall be responsible for strict adherence thereto.

No dewatering work shall commence until the above-mentioned Permits have been obtained for this project.

The Contractor is advised that in order to comply with all the permits requirements, the Contractor will be required to submit maps, test data, etc. prior to the start of work. In order to expedite the processing of the permit and its requirements, the Contractor shall be required to obtain the services of an independent Environmental Scientist as herein described below in **Subsection 40.14.2** to perform this work and act as liaison with NYSDEC and NYCDEP.

40.14.2 QUALIFICATIONS

The Environmental Scientist utilized to perform the work required under this section must have adequate experience in work of this nature (obtaining Long Island Well Permit/Dewatering Permit) and must have previous experience in working with the NYSDEC and the NYCDEP, designing equivalent dewatering systems, and have successfully obtained the type of permits required under this contract. Prior to the start of work, the Contractor will be required to submit the name and resume of the Environmental Scientist for approval.

40.14.3 NYSDEC DEWATERING PERMITS

The dewatering system shall be designed by the Environmental Scientist using accepted and professional methods of design and engineering consistent with the best modern practices.

The material to be submitted shall include, but not be limited to the following:

- (1) Site Plan - Scaled, showing construction activity (e.g. excavation, pathway of the pipe, new outfalls, etc.) locations of well points, header pipes and pumps, and all staging and storage areas.

Also included herein shall be a layout of the complete dewatering system including the location of the discharge point. When permitted by the NYSDEC, discharge of groundwater on beach areas shall be done in such a manner as to prevent any erosion or siltation and will require the design and installation of splash blocks and/or settling basins.

- (2) Dewatering System Specifications:

- | | |
|-------------------------------|-----------------------------|
| (a) Number of Well Points | (h) Total Volume Pumped |
| (b) Diameter of Well Points | (i) Number of Pumps |
| (c) Spacing of Well Points | (j) Capacity of Pumps |
| (d) Length to Screen | (k) Duration of Pumping |
| (e) Depth to Bottom of Screen | (l) Initial and Average GPM |
| (f) Static Water Level | (m) Estimated Daily Pumpage |
| (g) Drawdown Required | (n) Flow Meter |

- (3) Cross Section - Scaled, showing well points, riser, header, annular material (if used) and other equipment associated with each point. A typical construction style drawing may be utilized. Should the Contractor be permitted to use a deep well system, all information regarding it must be submitted.
- (4) Drawdown Contour Map - Based upon a review of the surrounding area affected by the dewatering and upon boring within the project area and characteristics of the soils, the depth and pumping rate of dewatering system and the duration of the pumping, the Environmental Scientist shall submit both a narrative and diagram showing the anticipated maximum cone of depression which shall be shown

from both above and in cross section on scaled diagrams. Contour lines on diagrams shall be labeled to show depth from land surface.

- (5) Description of Site and Adjacent Areas - A short narrative shall be prepared describing the land use in the area paying attention to any potential sources of groundwater contamination that may migrate into the well's cone of depression, such as gas stations, chemical plants, wrecking yards, sanitary landfills, etc. Latest map of the area shall be included in the narrative.
- (6) Groundwater Analysis - The Environmental Scientist shall develop and submit a sampling and analysis program subject to NYSDEC Approval (a minimum of one groundwater sample from a site well shall be collected and analyzed). A laboratory certified by the New York State Health Department shall analyze the samples. The sampling and analysis program must include but is not limited to the following:

NYSDEC REGION 2 - DEWATERING PROJECTS SAMPLING INFORMATION

NO.	PARAMETERS	TYPE	EPA METHOD	DETECTION
1	pH	Grab	150.1	EPA min
2	Temperature	°F	After Pumping	EPA min
3	Fecal Coliform	Grab	5-Tubes/3-Dilutions	2-MPN/100-ml
4	Oil & Grease	Grab	413.1	EPA min
5	BOD ₅	Grab	405.1	EPA min
6	Total Suspended Solids	Grab	160.2	EPA min
7	Settleable Solids	Grab	160.5	EPA min
8	Chlorides	Grab	325.1-325.3	EPA min
9	Benzene	Grab	602	EPA min
10	Toluene	Grab	602	EPA min
11	Xylenes	Grab	602	EPA min
12	Ethylbenzene	Grab	602	EPA min
13	PCB's	Grab	608	(See Note 1)
14	Pesticides	Grab	608	EPA min
15	13 Priority Metals	Grab	200 series	EPA min
16	Acids Base/Neutrals	Grab	625-GC/MS	EPA min
17	Halogenated Volatiles	Grab	601-GC	EPA min
18	Nitrate/Nitrite	Grab	300 or 353.3	EPA min
19	Aromatic Volatiles	Grab	602-GC	EPA min
20	Cyanide (total or amenable)	Grab	335.1/335.2	EPA min

NOTE:

- (1) List each individual aroclor found and report the concentration of each aroclor tested. Use the N.Y.S. detection limit, which is 0.065-µg/l.

Small dewatering projects with a total estimated pumped volume up to 15-Million Gallons (MG) require sampling analysis for parameters No.'s 1 through 12.

Medium dewatering projects with a total estimated pumped volume between 15-MG and 60-MG require sampling analysis for parameters No.'s 1 through 14.

Large dewatering projects with a total estimated pumped volume greater than 60-MG require sampling analysis for parameters No.'s 1 through 20.

Samples are to be collected after development of the well by a licensed well driller.

A laboratory certified by the NYS Department of Health must conduct all testing.

Irrespective of the aforementioned sampling requirements based on total estimated pumped volumes, the Department may require sampling of additional parameters if the proposed dewatering site is suspected of being contaminated.

40.14.4 SUBMISSION OF DEWATERING PLAN

The Environmental Scientist will be required to submit two (2) copies of the Dewatering Plan (together with all reports, materials, designs, drawings, maps and plans) to the Infrastructure Engineering Support Unit for review and approval. Once approved the Environmental Scientist shall submit in triplicate the Final Dewatering Plan to both the NYSDEC and the NYCDEP. The Dewatering Plan should be bound and bear the name of the Contractor, NYSDEC Application Number and the Signature of the preparer. All drawings and maps shall be on sheets 27-inches by 40-inches and to scale not less than 1"=30'.

40.14.5 DAMAGES

The Contractor shall be responsible for and shall repair at no cost to the City any damage caused by inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

40.14.6 SYSTEM REMOVAL

The Contractor shall remove all dewatering equipment and temporary electrical service from the site. All wells shall be removed or cut off a minimum of three (3) feet below the final ground surface and capped. Holes left from pulling wells or wells that are capped shall be grouted in a manner approved by the Engineer.

40.14.7 PAYMENTS

No additional or separate payment will be made for any work described herein. The costs for all labor, materials, equipment, permit fees, samples, tests, reports, services and insurance required or necessary to perform all the work described herein shall be deemed included in the price bid for all items of work.

- (8) **Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, Page VII-67:**
Add the following to Subsection 71.41.4:

(E) Specific Pavement Restoration Provisions:

- (1) In Willow Avenue from Tompkins Avenue to Bay Street, Ditson Street between Willow Avenue and Lynhurst Avenue, Langere Place between Willow Avenue and Lynhurst Avenue within the limits of resurfacing, 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 or 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 as shown on the contract plans.

(2) At the intersection of Willow Avenue and Bay Street, 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 or as directed by the Engineer.

(3) The following requirements apply:

- (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course 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.
- (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).
- (g) Payment for removal of existing pavement markings shall be made under Item No. 6.53 - REMOVE EXISTING LANE MARKINGS (4"WIDE).
- (h) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).

(i) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u>	<u>Item</u>	<u>Payment Description</u>
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.)
4.04 H	Concrete Base For Pavement, Variable Thickness for Trench Restoration (High-Early Strength)	(For concrete base course over trenches and cut backs)

D. REVISIONS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

NO TEXT

END OF SECTION

This Section consists of fifteen (15) pages plus four (4) pages of attachments.

NO TEXT ON THIS PAGE



OCMC TRAFFIC STIPULATIONS

04/18/2019

OCMC FILE NO: REC-19-126
CONTRACT NO: SER20079
PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWER IN WILLOW AVENUE
LOCATION(S): WILLOW AVENUE BETWEEN BAY STREET AND TOMPKINS AVENUE

PERMISSION IS HEREBY GRANTED TO THE **NYC DDC** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING “**CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION**”, AND ALSO POST A SIGN AT THE WORK ZONE STATING “**CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION**”. SUCH SIGNS SHALL BE ORANGE, 3’ X 3’, DIAMOND-SHAPED WITH 4” BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- C. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
- D. **CITYBENCH:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT AN EXISTING CITYBENCH WITHOUT FIRST CONTACTING NYC DOT AT 212-839-6569, OR VIA EMAIL AT CITYBENCH@DOT.NYC.GOV PRIOR TO COMMENCING WORK.
- E. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITTEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITTEE MUST EMAIL NYC DEP AT SUSTAINABILITY@DEP.NYC.GOV FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITTEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.
- F. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
- G. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
- H. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
- I. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
- J. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- K. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- L. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- M. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

- N. **NOTIFICATION** – THE PERMITEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYCEMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.
- O. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:

[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

P. **ENHANCED MITIGATIONS**

- o **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS.
- o **VARIABLE MESSAGE SIGNS (VMS)** SHALL BE PROVIDED FOR THIS PROJECT. **A TOTAL OF ONE VMS SHALL BE PLACED FOR THIS CONTRACT.** THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDDC AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
- o **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

II. MAINTENANCE AND PROTECTION OF TRAFFIC

- A. **WILLOW AVENUE BETWEEN EDGEWATER STREET AND BAY STREET**
B. **WILLOW AVENUE BETWEEN BAY STREET AND LANGERE PLACE**
C. **WILLOW AVENUE BETWEEN LANGERE PLACE AND DITSON STREET**
D. **WILLOW AVENUE BETWEEN DITSON STREET AND TOMPKINS AVENUE**

1. Work hours shall be as follows: 8:00 PM – 6:00 AM
2. During working hours, the contractor shall maintain one-11 ft. lane for local and emergency access with flaggers assisting the traffic. After working hours, the contractor shall restore all travelling lanes for traffic.
3. The contractor shall maintain a 5ft sidewalk at all times.
4. In areas where the roadway does not allow for an emergency lane, the contractor shall apply full roadway closure by detouring traffic.
5. The contractor shall submit a written notice a minimum of seven (7) days prior to the full closure for OCMC review and approval before mobilizing.
 - a. The contractor's work shall not exceed one hundred (100) linear feet, so that the NYC Fire Department/EMS and the NYC Police Department can have access to the local residents on the affected street segment. The work area shall include the excavated trench, equipment and stored materials necessary for the work.
 - b. It will be the contractor's responsibility to inform the NYC Fire Department/EMS, NYC Police Department and local Community Board daily, in writing, including the location of the work area and the layout of the emergency access from either side of the work area. This notification shall be specific by the house number where possible. Representatives of the local NY Fire Battalion, NYC Police Department and the local Community Board shall sign such notice daily.
6. After the working hours, the contractor shall open the full width of the roadway to traffic.

E. INTERSECTION OF WILLOW AVENUE AND BAY STREET

1. Work hours shall be as follows: 8:00 PM – 6:00 AM
2. During working hours, the contractor shall maintain two 11 ft. lanes for traffic, one in each direction on Bay Street and one-11 ft. lane for local and emergency access on Willow Avenue.
3. Work crossing Bay Street cannot extend more than 11 foot at a time. Backfill or plate before processing.
4. The contractor may occupy/close one crosswalk at a time.
5. The contractor shall maintain protected crossing for pedestrians at all times
6. Flagmen must be provided to assist traffic during working hours.
7. After work hours, the full width of intersection shall be open to traffic.

F. INTERSECTION OF WILLOW AVENUE AND LANGERE PLACE
G. INTERSECTION OF WILLOW AVENUE AND DITSON STREET
H. INTERSECTION OF WILLOW AVENUE AND WILLOW AVENUE
I. INTERSECTION OF WILLOW AVENUE AND TOMPKINS AVENUE

1. Work hours shall be as follows: 8:00 PM – 6:00 AM
2. The contractor shall maintain protected crossing for pedestrians at all times.
3. Flagmen must be provided to assist traffic during working hours.
4. A full closure of the intersection is permitted during the construction.
5. The contractor shall submit a written notice a minimum of seven (7) days prior to the full closure for OCMC review and approval before mobilizing.
6. It will be the contractor's responsibility to inform FDNY/EMS, NYPD and the local community board daily in writing about the location of the work area and the layout of the emergency access from either side of the work area. This notification shall be specific by the house number where possible. Representatives at the FDNY, NYPD and the local community board shall sign such notice daily.
7. After the working hours, the contractor shall open the full width of the roadway to traffic.

J. LANGERE PLACE BETWEEN WILLOW AVENUE AND LYNHURST AVENUE

1. Work hours shall be as follows: 7:00 AM – 6:00 PM Monday - Friday
2. During working hours, the contractor shall maintain ONE - 11ft lane for local and emergency traffic.
3. After working hours, the contractor shall restore all travel lanes for traffic and may contain a maximum of 25 linear feet, 8 feet adjacent to the curb during non-working hours. This containment is only to restrict parking and for storage of excavated materials/fills
4. The contractor shall maintain a 5ft sidewalk at all times

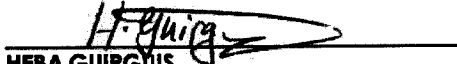
III. GENERAL NOTES

- A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
- B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
- C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:
1. **STREET FAIRS / FESTIVALS**
 - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
 - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 2. **RUNNING / WALKING / BIKING EVENTS**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
 3. **PARADES**
 - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
- D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. THE PERMITEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
- I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW.**
- J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
- L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.


GARY SMALLS
DIRECTOR
OCMC-STREETS


HEBA GUIRGUIS
PROJECT MANAGER
OCMC-STREETS



OCMC TRAFFIC STIPULATIONS - AMENDMENT # 1

02/04/2021

OCMC FILE NO: REC-19-126
CONTRACT NO: SER20079
PROJECT: CONSTRUCTION OF STORM AND SANITARY SEWER IN WILLOW AVENUE

LOCATION(S): WILLOW AVENUE BETWEEN BAY STREET AND TOMPKINS AVENUE

STIPULATIONS ORIGINALLY DATED 04/18/2019 GRANTING PERMISSION TO THE NYC DDC AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, IS HEREBY AMENDED TO ADD MORE LOCATIONS AS FOLLOWS:

I. MAINTENANCE AND PROTECTION OF TRAFFIC

A. WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND LYNHURST AVENUE

- 1. Work hours shall be as follows: 9:00 pm - 5:00 am
2. During working hours, the contractor shall maintain one - 11ft lane for one-way Roadway.
3. The contractor shall maintain a 5ft sidewalk at all times
4. After working hours, the contractor shall restore the travel lane for emergency & local traffic only.
5. The contractor must coordinate with NYC-DOT Bridges before mobilizing.

B. TOMPKINS AVENUE BETWEEN GREENFIELD AVENUE AND DEAD END

- 1. Work hours shall be as follows: 9:00 pm - 5:00 am
2. During working hours, the contractor shall maintain ONE - 11ft lane for local and emergency traffic.
3. The contractor shall maintain a 5ft sidewalk at all times
4. After working hours, the contractor shall restore the travel lane for emergency & local traffic only.
5. The contractor must coordinate with NYC-DOT Bridges before mobilizing.

II. GENERAL NOTES

- A. THIS IS NOT A PERMIT. THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
B. ALL OTHER STIPULATIONS UNDER ORIGINAL NYCDOT STIPULATIONS SHEET REC-19-126 DATED 04/18/2019, WHICH HAVE NOT BEEN CHANGED BY THIS AMENDMENT REMAIN IN EFFECT.
C. THE PERMITTEE IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE PERMITTEE MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
D. 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.
E. 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.
F. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

GARY SMALLS
DIRECTOR
OCMC-STREETS

HEBA GUIRGUIS
PROJECT MANAGER
OCMC-STREETS

EP7 (1.0) - PAGES

**GAS COST SHARING (EP-7)
STANDARD SPECIFICATIONS**

NOTICE

THE PAGES CONTAINED IN THIS SECTION REPRESENT THE GAS COST SHARING WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

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II - GENERAL PROVISIONS; GAS COST SHARING WORK

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2. Gas Interferences And Accommodations
 - 2a. Water Main Accommodations
 - 2b. Sewer Accommodations
3. Quantity Overruns, EP-7 Funded Bid Items
4. Changes And Extra Work
5. Excavation
6. Backfilling And Street Restoration
7. Non-Responsive Bids
8. Minimum Clearances
9. Work By Facility Operator
10. Materials Furnished By Facility Operator
11. Liability And Insurance
12. Width And Depth Of Excavation
13. Depth And Crossing Angles Of Gas Facilities
14. Maintenance Of Traffic For Gas Work
15. Relocated Gas And Temporary Systems Installation
16. Role Of Company Inspector
17. Coordination With Gas Company

III - TECHNICAL SECTION

- SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.
- SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.
- SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.
- SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.
- SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)
- SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For Con Edison Work Only)
- SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)
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- SECTION 6.07 - Test Pits For Gas Facilities.
- SECTION 6.08 - "No Text"**
- SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services (For National Grid Work Only)
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IV - STANDARD SKETCHES; GAS COST SHARING WORK

- NO. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4'-0" Wide At Any Angle
- NO. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- NO. 2 - Typical Methods Of Measurement For Gas Crossings
- NO. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation

- NO. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- NO. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

V - PRELIMINARY GAS WORK TO BE PERFORMED BY FACILITY OPERATOR

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 “UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS”. When EP-7 bid item “UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS” does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. The Engineer will notify the gas facility operator in writing of overruns. The Contractor must invoice the gas facility operator for payment of all overruns, which will be paid by the gas facility operator at the contract bid price. Gas facility operator will be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under “Emergency Reconstruction Contracts” or so-called “Where and When Contracts” since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators’ representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also

examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of

excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to

support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or

water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL- GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only)

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The

Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

**SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For Con Edison Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and, incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility

operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's 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 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. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities,

then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench as allowable by OSHA, maximum up to five (5) feet multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as measured from existing street surface to the bottom of the trench excavation multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated

maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

A. Excavation: Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

(a) Industrial Code Rule 753.

(b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

B. Maintenance Of Test Pits: Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate

barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

SECTION 6.08 - "NO TEXT"

**SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services
(For National Grid Work Only)**

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. National Grid forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all National Grid hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2")

thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

SECTION 6.09a Trench Excavation and Backfill for New Gas Mains and Services (For Con Edison Work Only)

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.6, General Specification for Backfilling of Trench and Small Openings.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel

traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The width and depth of the trench shall conform to Con Edison Gas Operations drawing 309495 rev. 4, Trench Excavation for Gas Mains Up to 350 PSIG, or as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on contract drawing(s) Title: EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK, or as encountered based on existing field conditions.

5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

- 1. National Grid - \$586.90 per Service/and Visit
- 2. Con Edison - \$524.00 per Service/and Visit

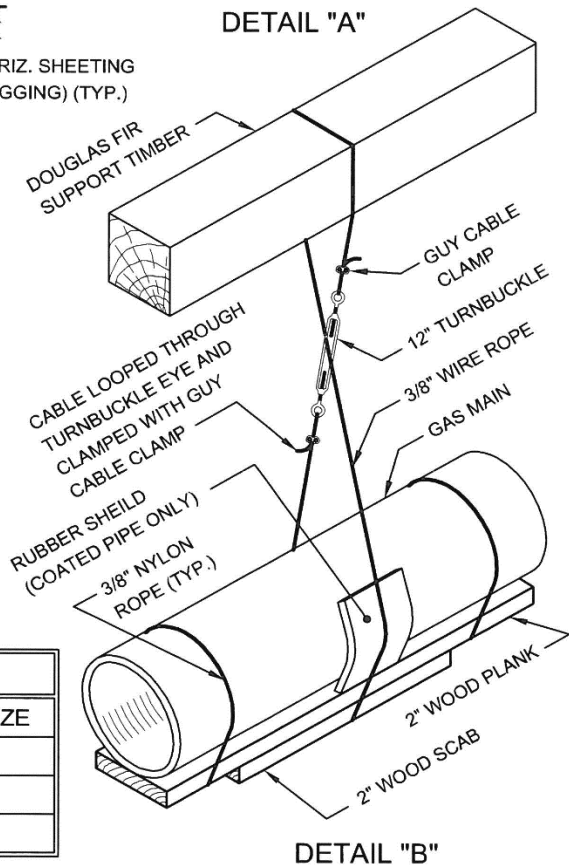
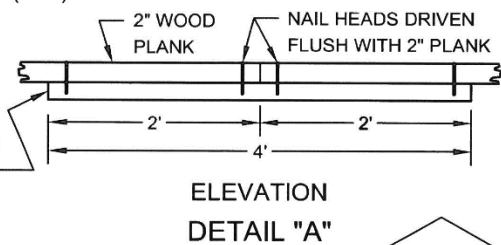
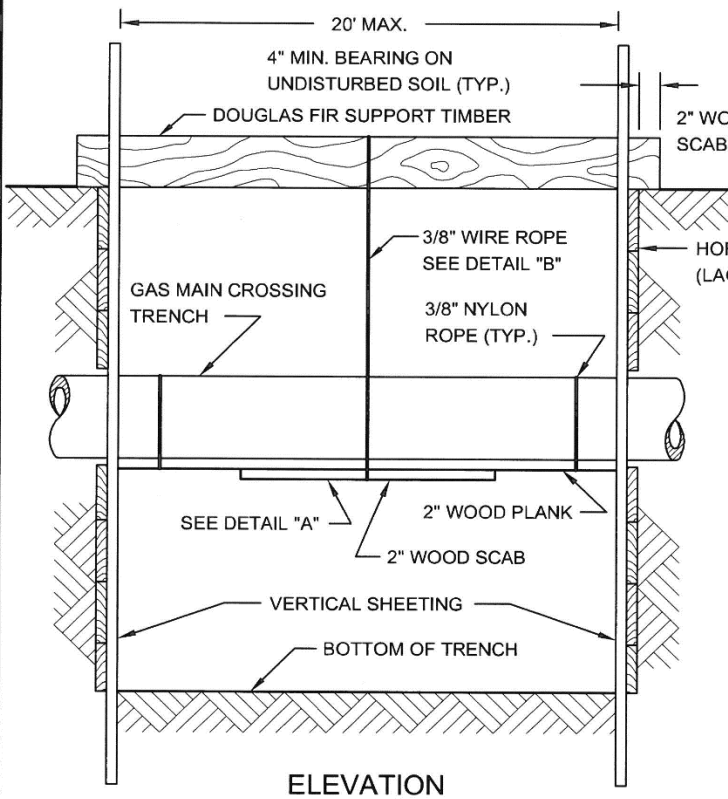
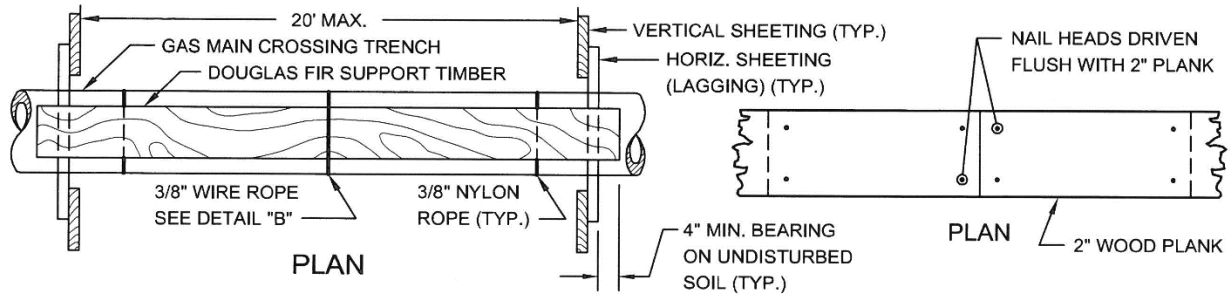
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE

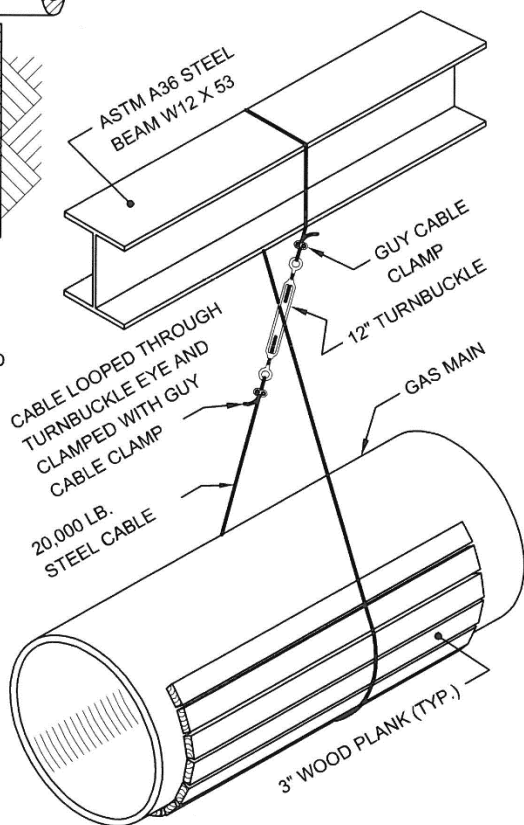
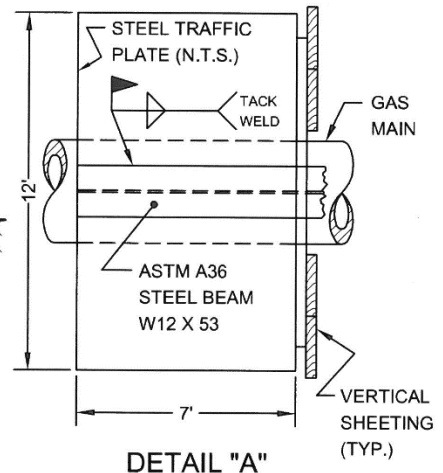
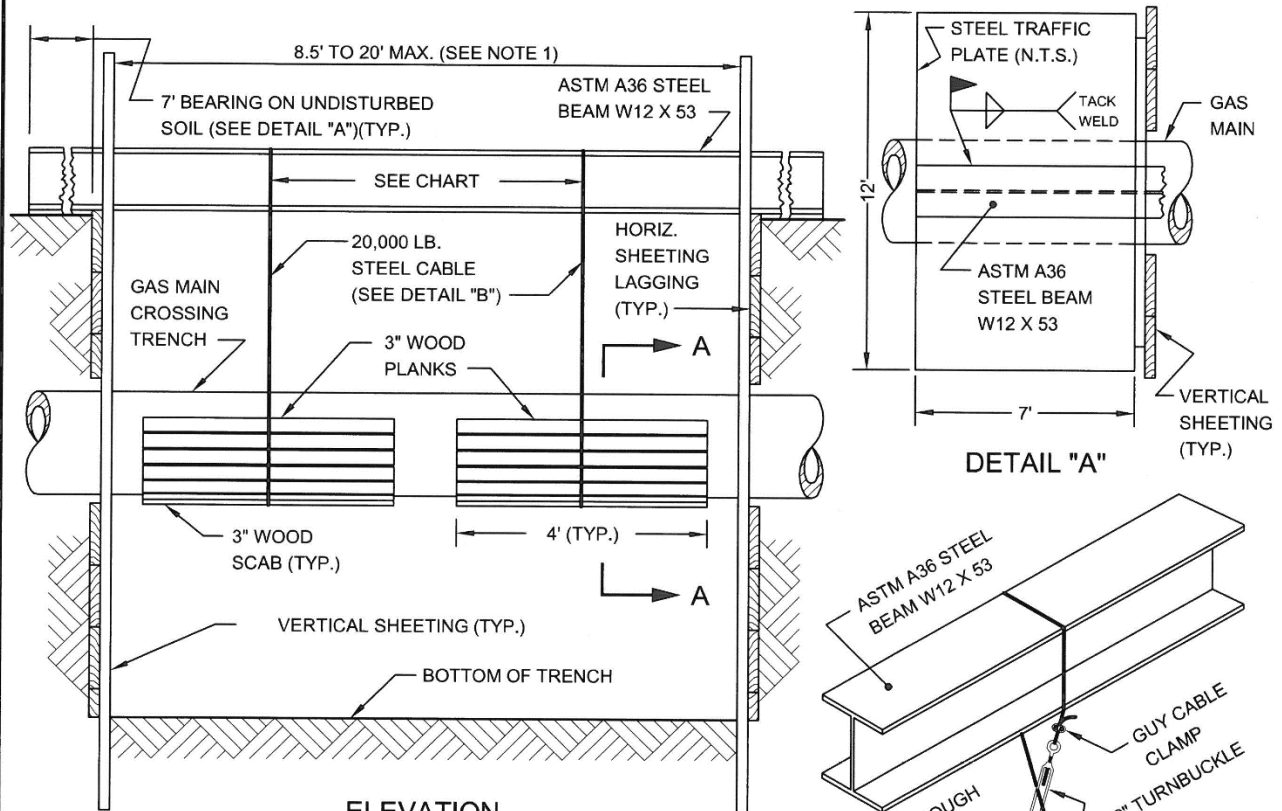


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

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REVISED JUNE 1998 - J. WONG T.W. PATALANOP, MOY

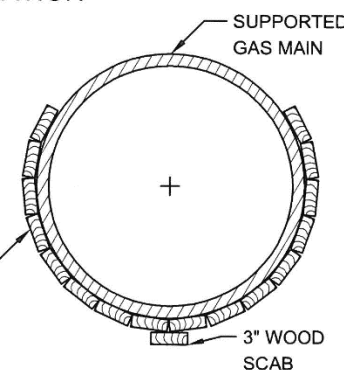
GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



ELEVATION

CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.



SECTION A-A

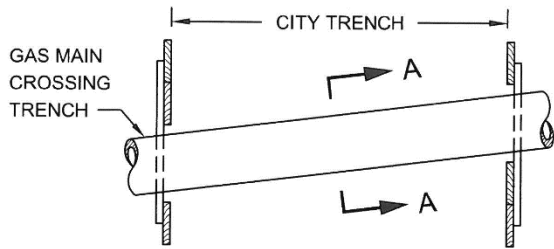
NOTES:

- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

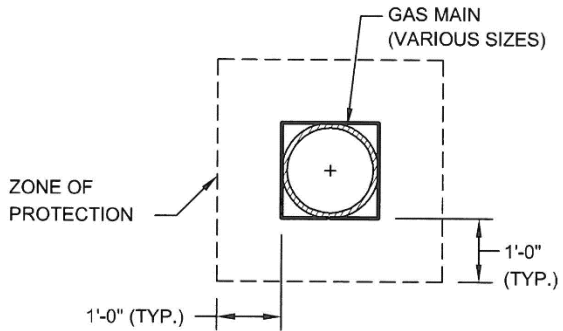
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 REVISED JUNE 1998 - J. WONG / W. PAVALANO / P. MOY

GAS COST SHARING WORK (SKETCH NO. 2)

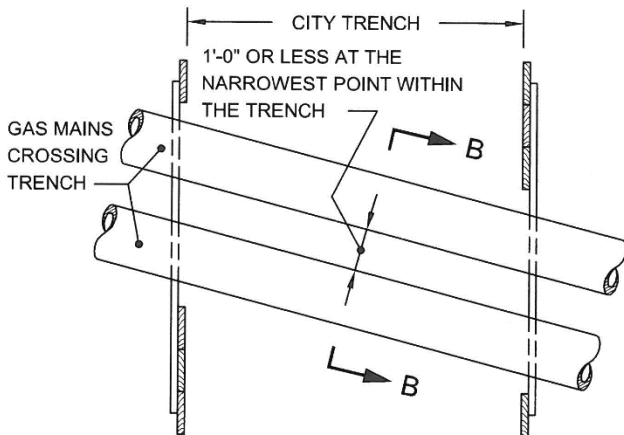
TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS



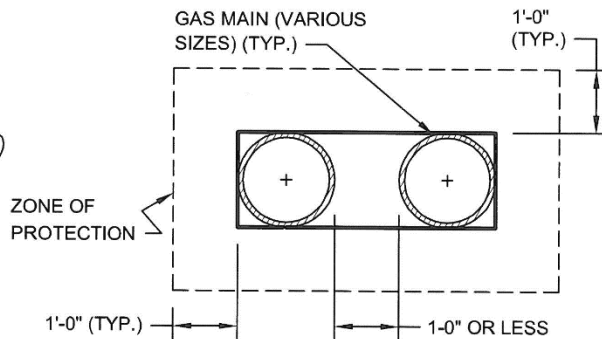
SINGLE FACILITY CROSSING



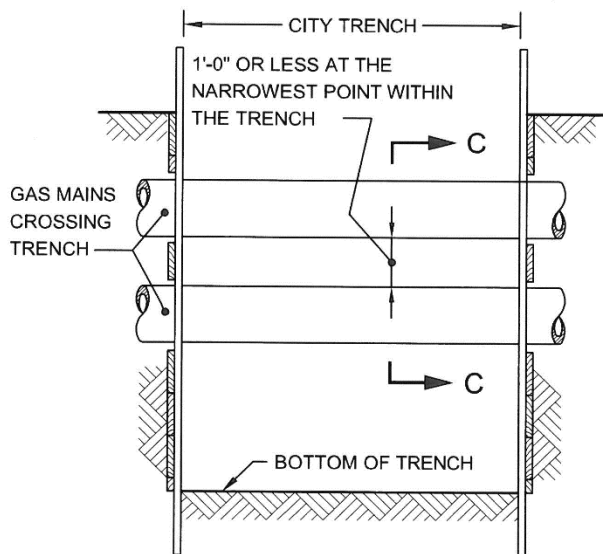
SECTION A-A



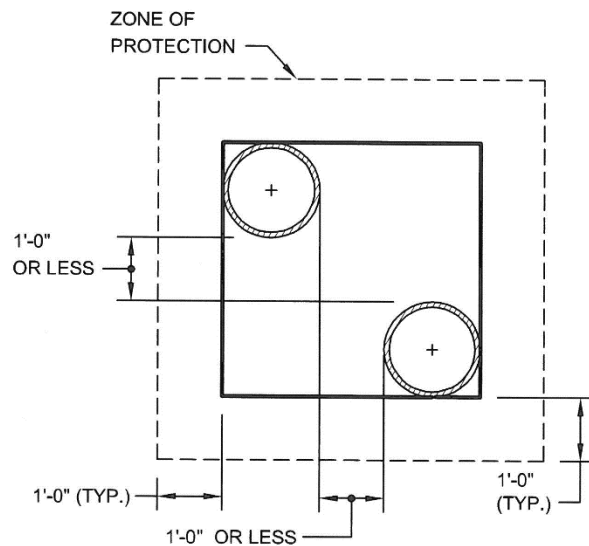
**MULTIPLE FACILITIES
(GAS MAINS AT SAME ELEVATION)**



SECTION B-B



**MULTIPLE FACILITIES
(ONE CROSSING AT DIFFERENT ELEVATIONS)**



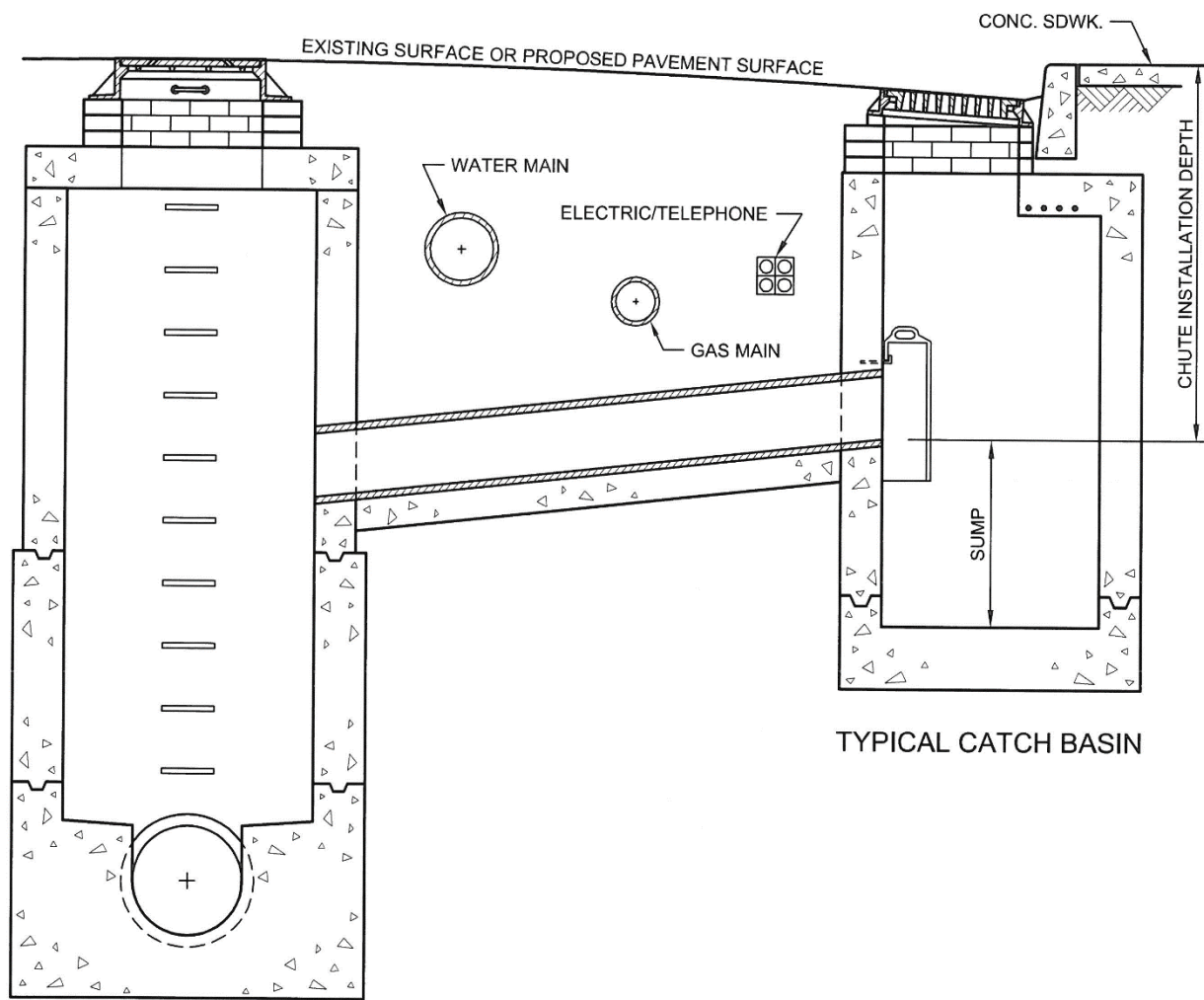
SECTION C-C

NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

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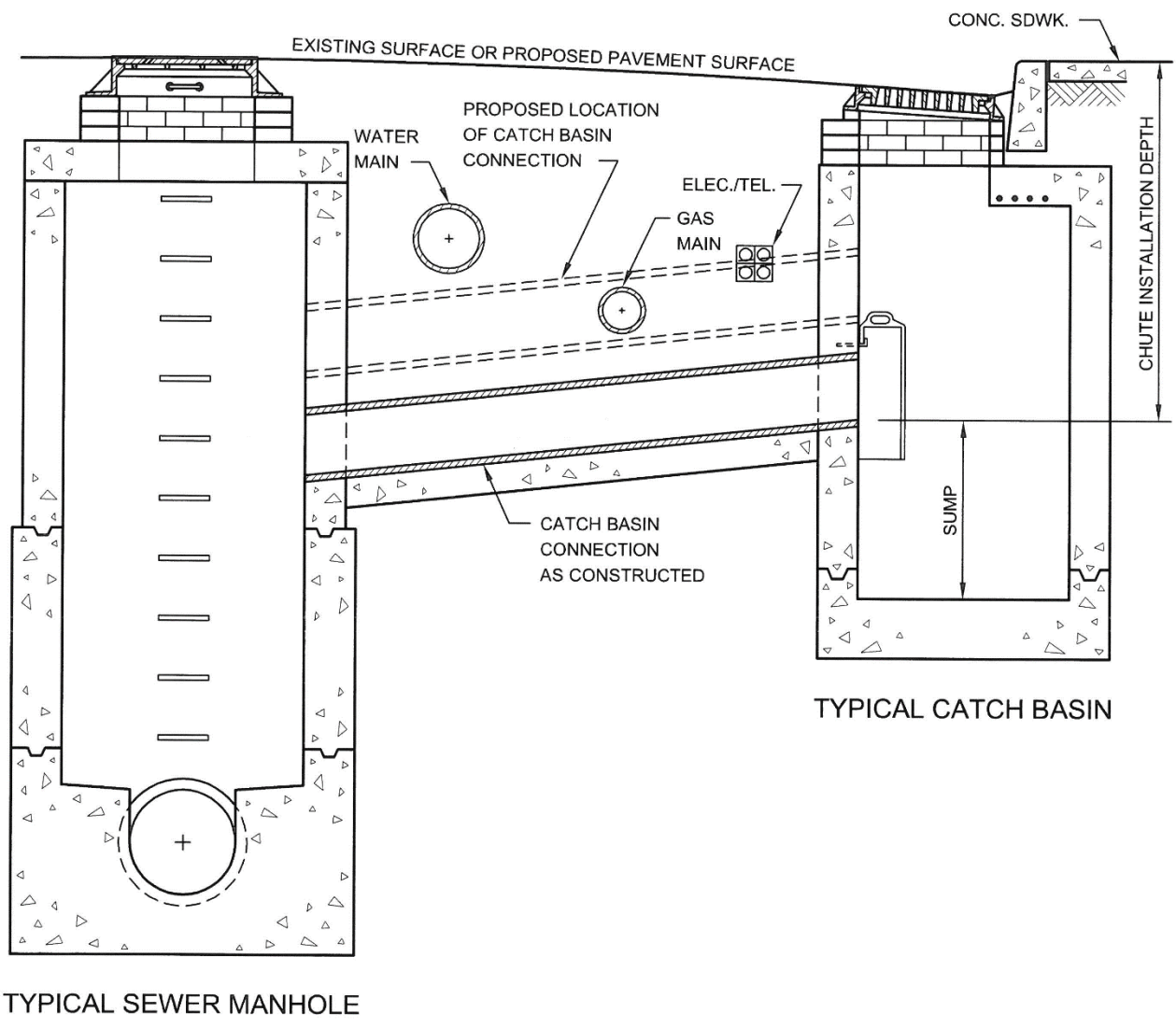
GAS COST SHARING WORK (SKETCH NO. 3) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION



TYPICAL SEWER MANHOLE

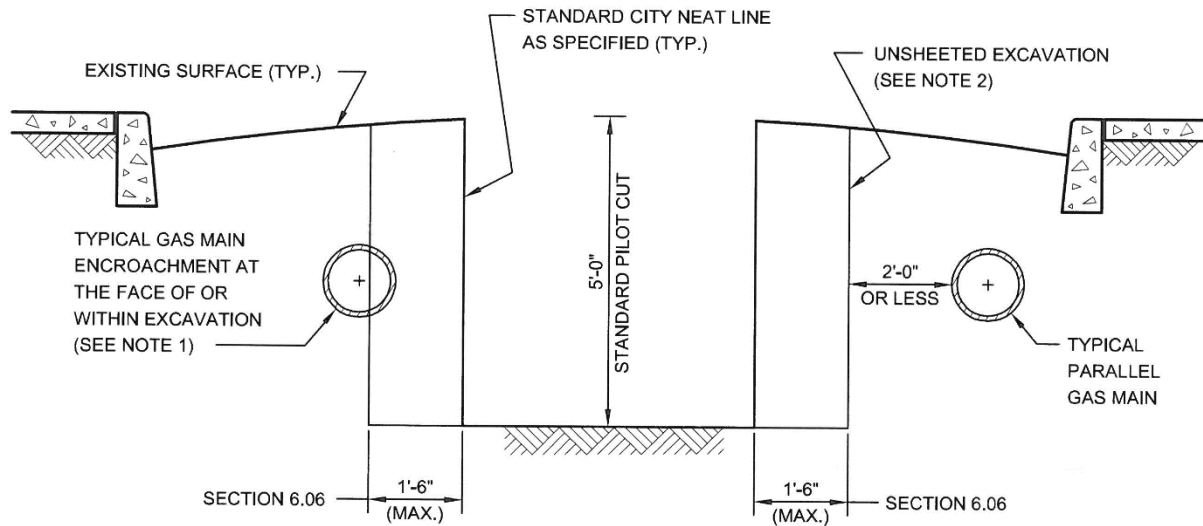
REVISED OCT. 2004 - L. ADRIEN
REVISED OCT. 1998 - J. WONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 4) UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - J. ADRIEN
REVISED OCT. 1998 - J. WONGW. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 5)
GAS MAIN ENCROACHMENT ON AND/OR PARALLEL
TO EXCAVATION OF UNSHEETED TRENCH



NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

**SECTION 6.06A - Special Care Excavation and Backfilling for Transmission Mains.
(Transmission Main is described as any gas main with a MAOP greater than 124 psig)**

1. Description:

Under this section, the contractor shall provide all labor, materials (except for sand to be utilized for backfill of a one-foot envelope around the facility to be furnished by the facility operator), equipment, and incidentals required to support and protect the integrity of Gas Transmission Main during excavations. This facility is owned by the gas company operating in the area, hereafter referred to as facility operator. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability of Section:

This section shall apply to Transmission Main of various sizes located within any excavation sheeted or unsheeted (excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently unsheeted/sheeted using approved shoring methods and paralleling, encroaching, and crossing any excavation. Parallel facilities are not exposed at any time during excavation (within 2' of edge of excavation)). Encroaching facilities are partially/fully exposed inside the limit of excavation. This section shall also apply to gas facility crossing catch basins excavation and catch basins sewer connections (chutes), water mains, fire hydrant branch connections, sanitary sewer, storm sewer, combination sewer, house sewer and/or water service connections excavations. The excavation around fully exposed live gas facilities along and within limits of excavation shall be covered by this section also, however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the contractor and facility operator.

3. Payment Restriction:

The bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "minimum clearances" described in the General Provisions for Gas Cost Sharing (Para. No.8) cannot be maintained, the excavation shall be abandoned and the contractor shall be compensated as per the provisions specified in Paragraphs Nos. 5 and 6 of this item (6.06A).

4. Method of Construction:

All excavations in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. No saw cutting of pavement or masonry for gas mains having less than 2 feet of cover to break asphalt/concrete as determined by the facility operator. The contractor shall use power excavation for the removal of pavement or masonry but only to the depth of such pavement or masonry **(breaking of pavement or masonry shall be done by means of hand held pneumatic breaking equipment)**. Upon removal of pavement or masonry the contractor shall use hand excavation methods only (**pick and shovel; no power tools**) to ascertain the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer and the facility operator the contractor shall then proceed with hand only within the zone of protection described as 2 feet from the face of the facility in all directions of the facility as required to preserve the integrity of the facility. Once outside of the zone of protection as described above the contractor may use a combination of hand and machine to complete the excavation.

5. Method of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with special care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method of Measurement:

A. For Paralleling Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

B. For Encroaching Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet plus the exposed facility toward the center of excavation, multiplied by the length of the encroached facility, divided by twenty-seven (27) cubic feet per cubic yard. Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility, beyond 2 feet from the face of facility the contractor can use a combination of hand and machine.

C. Fully Exposed Gas Facilities:

Volume calculated as: Depth as measured from existing street surface to the bottom of facility, multiplied by, the width measured as two (2) feet from the face of the facility on either side plus

the facility, multiplied by the length of the facility, divided by 27 cubic feet per cubic yard. Only hand excavation shall be utilized within the zone of protection identified as 2 feet from face of facility in all directions, beyond 2 feet from the face of facility in all directions the contractor can use a combination of hand and machine.

D. For Additional Excavation And Restoration Due To So Called “Loss Trench”, When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be maintained Due To Its Lack of Cohesiveness:

Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on “Gas Cost Sharing Work Standard Sketch No. 5”).

E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services:

Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on “Gas Cost Sharing Work Standard Sketch No. 5”).

7. Price to Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins, chute connections, hydrant branch, and house sewer, sanitary sewer, storm sewer, combination sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work. Breaking shall be done by means of hand held pneumatic breaking equipment. Inspection of exposed mains shall be performed by facility operator in a timely fashion and shall not unduly impede contractor’s progress or productivity.

**V - PRELIMINARY GAS WORK TO BE PERFORMED BY
FACILITY OPERATOR.**

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS SECTION IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR'S RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

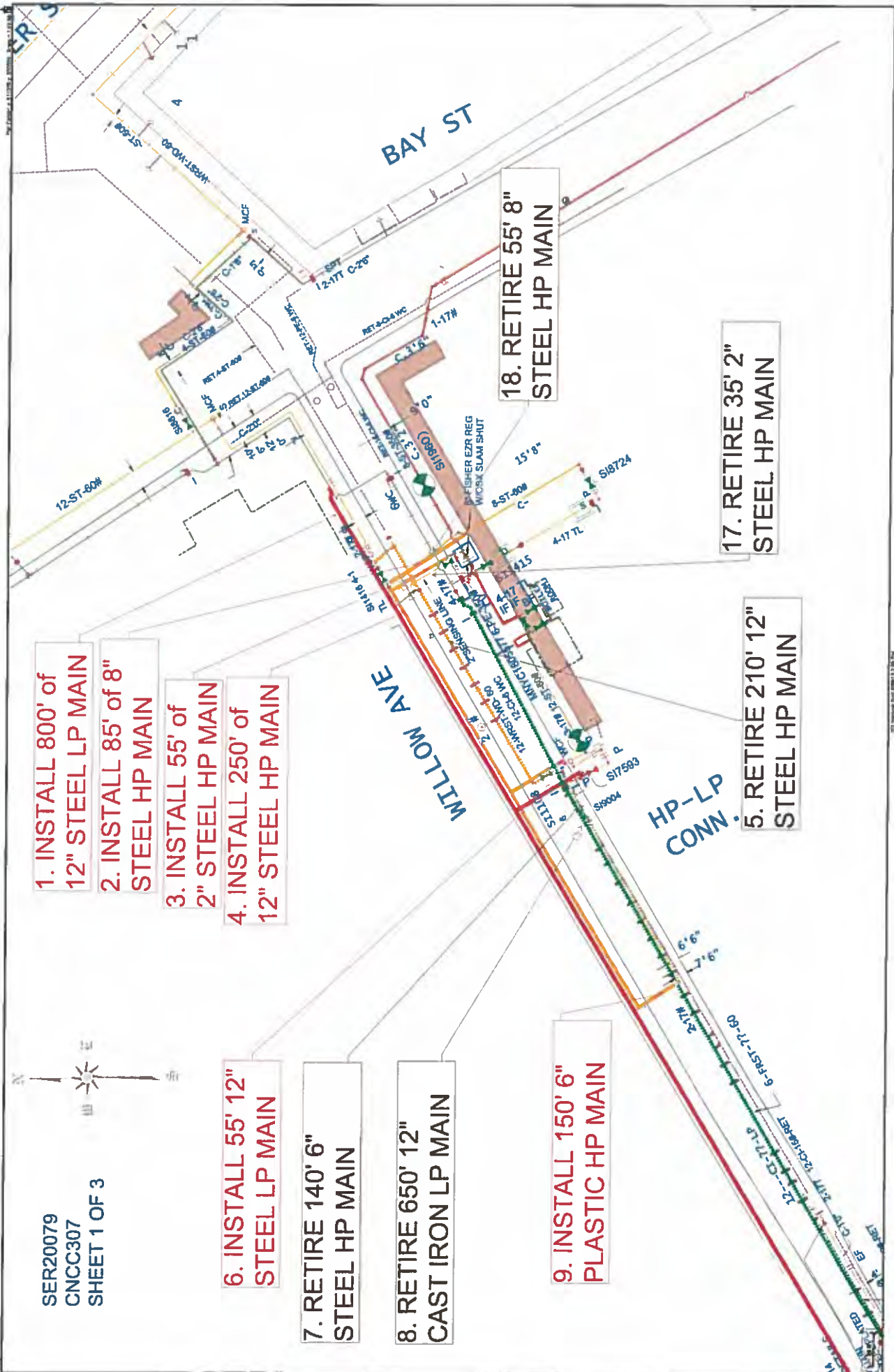
Neville Jacobs Jr.
NationalGrid Energy Delivery
287 Maspeth Avenue
Brooklyn, NY 11211
718-963-5612

(NO TEXT IN THIS AREA, TURN PAGE)



**WILLOW AVE PRELIMINARY/PROPOSED GAS MAIN INSTALLATION
SER 20079**

SHEET#	ITEM#	ON STREET	SIZE	MATL	FOOTAGE	PRESSURE	REIMB
1	1	Willow Ave	12"	ST	800	LP	Yes
1	2	Willow Ave	8"	ST	85	HP	Yes
1	3	Willow Ave	2"	ST	55	HP	Yes
1	4	Willow Ave	12"	ST	250	HP	Yes
1	6	Willow Ave	12"	ST	55	LP	Yes
1	9	Willow Ave	6"	PL	150	HP	Yes
2	11	Willow Ave	6"	PL	250	HP	Yes
3	15	Willow Ave	12"	PL	200	LP	Yes
3	16	Willow Ave	6"	PL	300	HP	Yes
NOTE: GAS INSTALLATION SUBJECT TO CHANGE BY FACILITY OPERATOR							



1. INSTALL 800' of
12" STEEL LP MAIN

2. INSTALL 85' of 8"
STEEL HP MAIN

3. INSTALL 55' of
2" STEEL HP MAIN

4. INSTALL 250' of
12" STEEL HP MAIN

6. INSTALL 55' 12"
STEEL LP MAIN

7. RETIRE 140' 6"
STEEL HP MAIN

8. RETIRE 650' 12"
CAST IRON LP MAIN

9. INSTALL 150' 6"
PLASTIC HP MAIN

18. RETIRE 55' 8"
STEEL HP MAIN

17. RETIRE 35' 2"
STEEL HP MAIN

5. RETIRE 210' 12"
STEEL HP MAIN

SER20079
CNCC307
SHEET 1 OF 3

SER20079
CNCC307
SHEET 2 OF 3

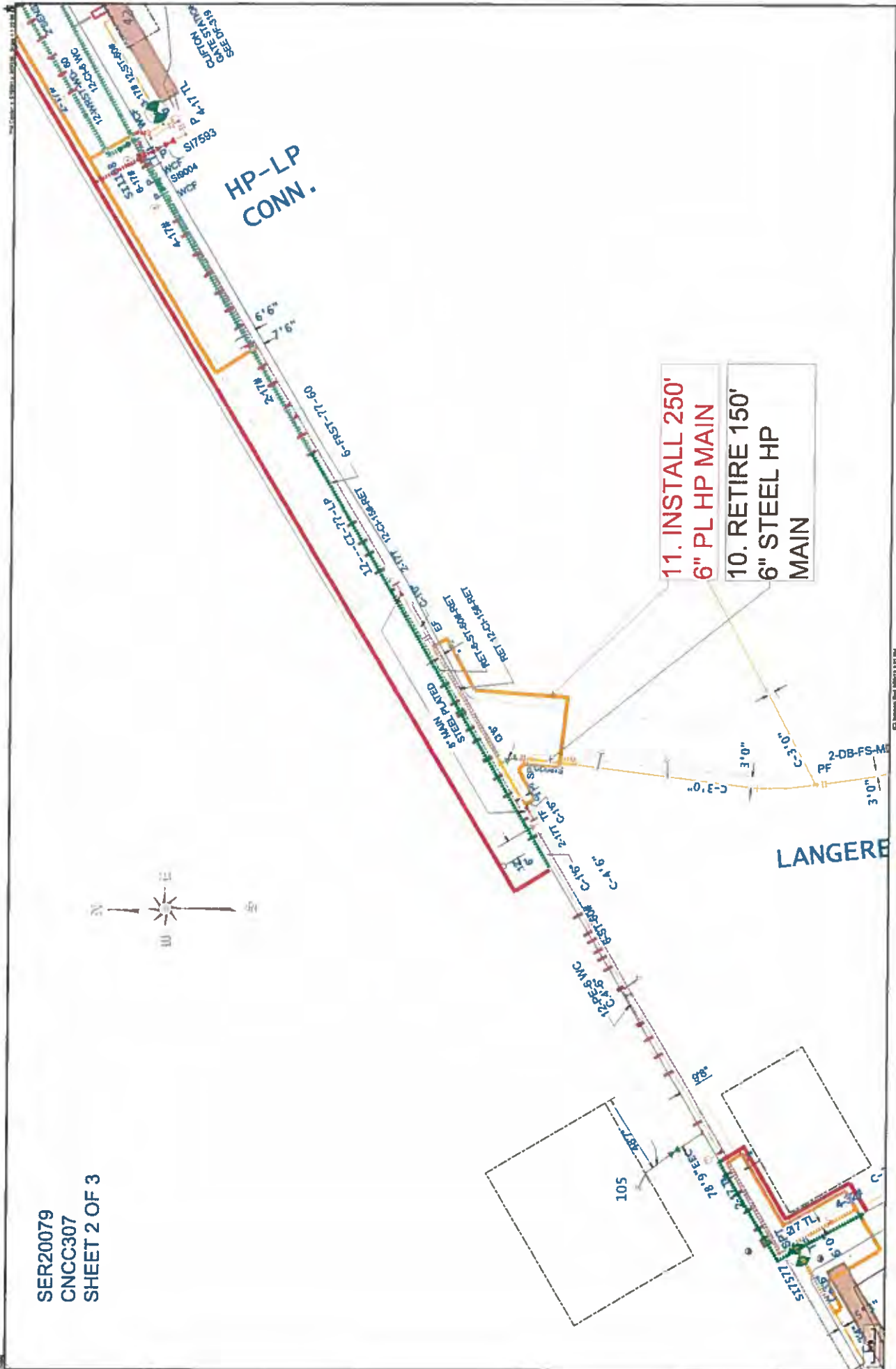


HP-LP
CONN.

11. INSTALL 250'
6" PL HP MAIN

10. RETIRE 150'
6" STEEL HP
MAIN

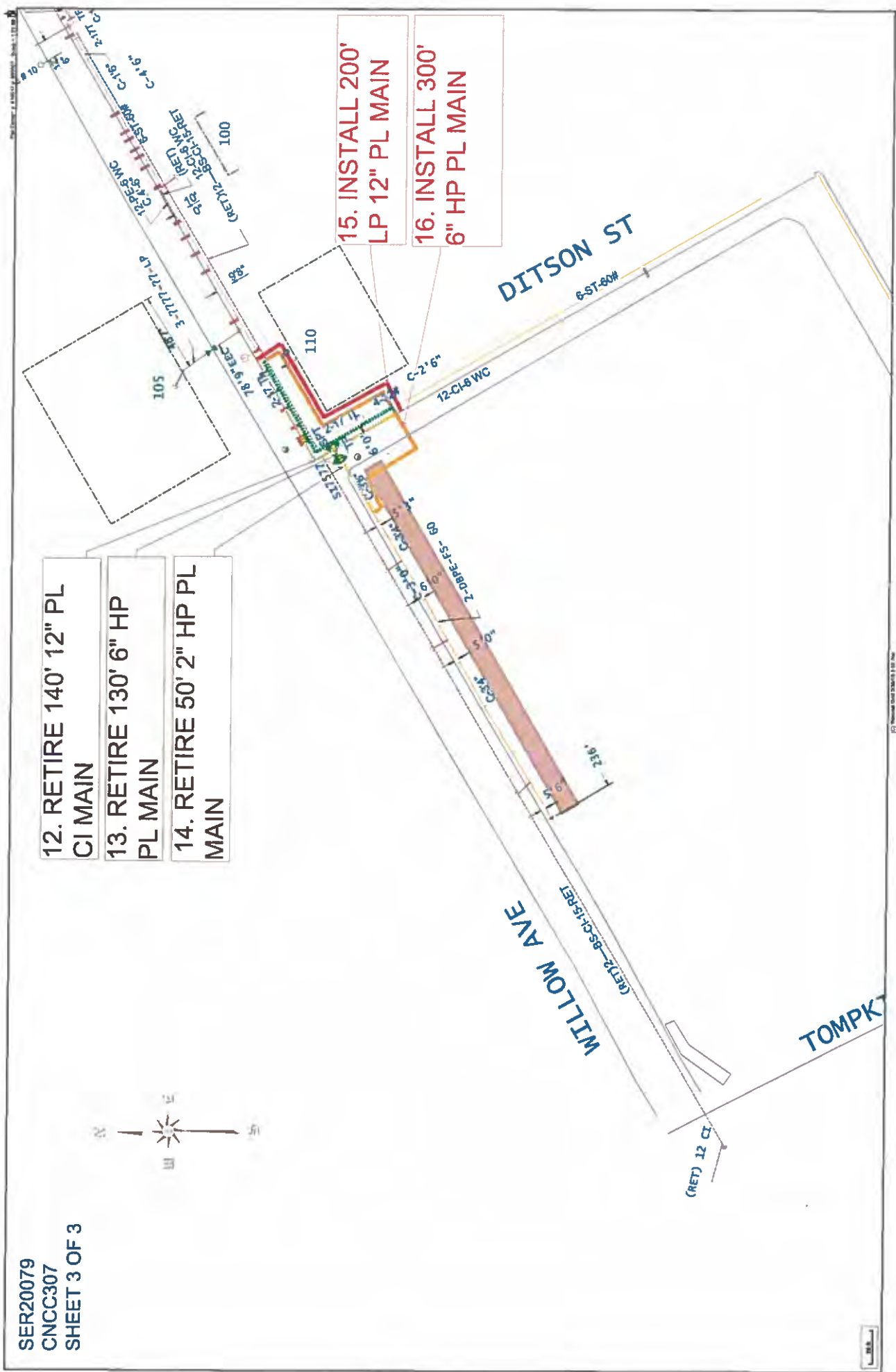
LANGERE



SER20079
CNCC307
SHEET 3 OF 3

- 12. RETIRE 140' 12" PL
CI MAIN
- 13. RETIRE 130' 6" HP
PL MAIN
- 14. RETIRE 50' 2" HP PL
MAIN

- 15. INSTALL 200'
LP 12" PL MAIN
- 16. INSTALL 300'
6" HP PL MAIN



**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-20079**

The City of New York Department of Design and Construction is planning to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

6.01.1 (NG) - Gas Main Crossing Sewer Up To 24" In Diameter (Ea.)

7 in Willow Ave. between Bay St. & Langere Pl.
2 in Willow Ave. between Bet Langere Pl. & Ditson St.

6.01.2 (NG) – Gas Main Crossing Sewer Up to 30" in Diameter (Ea.)

2 in Willow Ave. between Langere Pl. & Ditson St.

6.01.4 (NG) - Gas Main Crossing Sewer Up to 48" Thru 54" in Diameter (Ea.)

7 in Willow Ave. between Bay St. Langere Pl.

6.01.8 (NG) - Gas Services Crossing Trenches And/Or Excavations (Ea.)

6 in Willow Ave. between Bay St. & Tompkins Ave.

6.01.9 (NG) - Gas Main Crossing Water Main Up To 20" In Diameter (Ea.)

7 in Willow Ave. between Bay St. Langere Pl.
2 in Willow Ave. and Diston St.
2 in Willow Ave. between Langere Pl. & Diston St.

6.02 (NG) - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences (Ea.)

14 in Various Locations As Required

6.03 (NG) - Removal Of Abandoned Gas Facilities. All Sizes (L.F.)

1,100 in Various Locations As Required

6.03.1 (NG) - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes. (For National Grid Work Only) (L.F.)

500 in Various Locations As Required

6.04 (NG) - Adjust Hardware To Grade Using Spacer Rings / Adaptor (Street Repaving) (Ea.)

6 in Various Locations As Required

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT NUMBER SER-20079**

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.

6.05 (NG) - Adjust Hardware To Grade By Resetting (Road Reconstruction) (Ea.)

6 in Various Locations As Required

6.06 (NG) - Special Care Excavation & Backfilling (C.Y.)

600 CY In Various Locations As Required, Including But Not Limited
To All Gas Services Crossing Unsheeted Water Main Trenches.

6.06a (NG) – Special Care Excavation and Backfill for Transmission Mains (C.Y.)

20 CY in Willow Ave. between Bay St. & Langere Pl.

6.07 (NG) - Test Pits For Gas Facilities (C.Y.)

20 CY in Various Locations As Required.

END OF EP7 PAGES

THE EP7 - PAGES CONSIST OF FORTY-SEVEN (47) PAGES

(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 POTENTIAL AND IDENTIFIED
CONTAMINATED AND HAZARDOUS MATERIALS**

**CONSTRUCTION OF STORM AND SANITARY SEWERS IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET**

**BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Capital Project ID: SER20079

Prepared By:



**30-30 Thomson Avenue
Long Island City, New York 11101**

February 10, 2020

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ITEM 8.01 C1 HANDLING, TRANSPORTING, AND DISPOSAL OF NON-HAZARDOUS, CONTAMINATED SOILS

8.01 C1.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt).

Soil to be excavated can be classified as non-contaminated, contaminated, or hazardous soil. Non-contaminated soils are defined as soils not exhibiting any of the following characteristics.

- Exceedances of New York State Department of Environmental Conservation (NYSDEC) Part 375-6 Restricted Commercial Soil Cleanup Objectives (SCOs) for street work, Restricted Residential SCOs for work areas in parkland, or Residential SCOs for housing projects.
- Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Visual evidence of contamination, such as the presence of staining, discoloration.
- Petroleum and/or chemical odors, subsequently confirmed by laboratory analysis and showed exceedances of applicable SCOs.
- Physical evidence of coal ash, municipal solid waste, construction and demolition debris, or dredged spoils.

Contaminated soils are defined as soils exhibiting one or more of the above characteristics. Contaminated soils must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1 – Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soils.

Hazardous soils are defined as soils showing exceedances of Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels for Hazardous Waste published in Resource Conservation and Recovery Act (RCRA), 6 New York Codes, Rules, and Regulations (NYCRR) Part 371, or 40 Code of Federal Regulations (CFR) Section 261. Hazardous soils must be handled, transported, and disposed of in accordance with the specifications of this section.

This entire specification 8.01 covers the handling, transportation, and disposal of contaminated soils and hazardous soils only. Non-contaminated soil can be reused at the project site, provided it meets other contract requirements. Excess non-contaminated soil becomes the property of the Contractor.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of contaminated soils.

B. Request for Approval of Subcontractors

A subcontractor/subconsultant, such as the independent Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may be subject to sanctions including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Geotechnical Services (OEGS) for review and approval. If the RFAS is denied by OEGS, OEGS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEGS, OEGS will forward the original RFAS package and an approval memo to the DDC ACCO for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with Vendor Exchange System (VENDEX), Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Independent Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01, and perform all field screening, sampling, air monitoring, and other health and safety services. The independent Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated soils. Such experience must include oversight on environmental, specifically volatile organic compounds and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.
3. The independent Environmental Consultant must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value for at least five (5) projects within the last 3 years.

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP). Soil sampling must not be conducted until OEGS has approved the FSP. The Contractor must conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters. The laboratory results must be forwarded to OEGS for review to determine if the soils would be handled and disposed of as contaminated soils or hazardous soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a Material Handling Plan (MHP). The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. For the proposed laboratory for analysis of representative soil samples, provide the following: (a) name, (b) address, (c) telephone number, and (d) New York State Department of Health's (NYSDOH) Environmental Laboratories Accreditation Program (ELAP) status.
4. Identification of the Contractor's proposed waste transporter(s) (hauler). This information must include:
 1. Name and Waste Transporter Permit Number
 2. Address
 3. Name of responsible contact for the waste transporter
 4. Telephone number for the contact
 5. All necessary permit authorizations for each type of waste transported
 6. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or presented by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for contaminated soils (primary and back-up) for final disposal of the soils. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
 - a. General Information
 1. Facility name and the State identification number
 2. Facility location

3. Name of responsible contact for the facility
 4. Telephone number for contact
 5. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
 6. Unit of measure utilized at disposal facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor must provide the date of the proposed facility's last compliance inspection.
 - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

- A. The Contractor must provide containers as specified in the United State Department of Transportation (USDOT) regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of non-hazardous contaminated soil the Contractor must:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or

- b. If interim stockpiling is required, place contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Contaminated soils must be stockpiled separately from uncontaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal Facility

1. General
 - a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
 - b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale.
 - c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
 - d. Contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
 - e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.

- f. The Contractor must inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- g. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
- h. The Contractor must provide waste profile forms to OEGS for review and approval before transporting contaminated soil to the approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarps before leaving the project site to prevent generation of airborne dust during hauling.
- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- f. The Contractor must develop, document, and implement a policy for accident prevention.
- g. The Contractor must not combine contaminated materials from other projects with material from this project.
- h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

- a. The Contractor must use only the disposal facility(ies) identified in the approved MHP for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
- b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
- c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.

- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
 - e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
4. Equipment and Vehicle Decontamination
- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
 - b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1(3)(B)(1), that are capable of generating load tickets.

8.01 C1.5 PRICE TO COVER

- A. The unit bid price per ton for Item 8.01 C1 must include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil will be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

**ITEM 8.01 C2 IN-SITU AND EX-SITU SOIL SAMPLING AND
ANALYSIS FOR WASTE DISPOSAL PARAMETERS**

8.01 C2.1 WORK TO INCLUDE

A. Description

The work will consist of collecting and analyzing representative samples of soil to be excavated in-situ and/or ex-situ from stockpiles for parameters typically requested by the disposal facilities to determine if the soil to be excavated is suitable for reuse, or to be hauled off-site for disposal purposes as contaminated and/or hazardous soil.

B. Sampling and Laboratory Analysis

1. At least forty-five (45) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit an FSP and an Investigation Health and Safety Plan (Investigation HASP) to OEGS for review and approval, prior to conducting the field sampling. The FSP must include, at a minimum, the following information:
 - a. Project information
 - b. Description of sample collection methodology for soil to be excavated and soil which appears to contain unknown contaminants based on field observation
 - c. Type of analyses
 - d. Sample preservation and handling
 - e. Training and experience of the personnel who will collect the samples
 - f. Equipment Decontamination
 - g. Analytical laboratory's name, address, New York State Department of Health's ELAP certification number, and telephone number
 - h. Map of the project area
 - i. Sample location plan
 - j. Chain of Custody

The Investigation HASP must identify actual and potential hazards associated with planned sampling field activities and stipulate appropriate health and safety procedures, so as to minimize field personnel exposures to physical, biological, and chemical hazards that may be present in the sampling media. The Investigation HASP must include, at a minimum, the following information:

- a. Project information
- b. Description of work to be performed
- c. Names of responsible health and safety personnel
- d. Worker training
- e. Job hazard analysis
- f. Confined Space Entry Plan (if applicable)
- g. Personal monitoring (if applicable)
- h. Community Air Monitoring Plan (CAMP, if applicable)

- i. Personnel Protection Equipment (PPE)
 - j. Decontamination
 - k. Safety rules
 - l. Spill prevention and control, dust control, vapor/odor suppression procedures
 - m. Identification of nearest hospital and route
 - n. Emergency Incident Reporting
2. The Contractor's Environmental Consultant must collect one (1) grab and one (1) composite sample per 500 cubic yards of soil to be excavated in-situ and/or ex-situ from stockpiles. Sample locations must be placed throughout along the project area. For in-situ sampling, each grab soil sample must be collected from either the 6-inch interval above the water table (when encountered) or the 6-inch interval above the bottom of the proposed excavation depth (where recovery allowed), or from the 6-inch interval showing the highest potential for contamination based on field observation. For composite soil sampling, grid sampling must be performed for projects with excavation depth deeper than six (6) feet below grade. Each composite sample must consist of five (5) grab samples collected from various intervals along the depth of excavation at each sampling location. For stockpiled soils, each composite sample must consist of five (5) grab samples collected from various depths within each soil stockpile, at least two feet below the soil surface. For drummed soil, one (1) composite sample per 10 drums must be collected. Each composite soil sample must consist of one (1) grab sample from each of the 10 drums.
 3. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, materials, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the NYSDEC sampling guidelines and protocols. All sampling must be conducted by a qualified person trained in sampling protocols using standard accepted practices for obtaining representative samples.
 4. Each grab and composite sample must be analyzed for all parameters required by disposal facilities accepting contaminated and hazardous soil.
 5. All sample containers must be marked and identified with legible sample labels, which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody must be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.
 6. The Contractor must maintain a bound sample logbook. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, at a minimum, must be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name

- h. Sample procedures and equipment utilized
 - i. Date sent to laboratory and name of laboratory
7. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection 8.01 C2(1)(B)(4), if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described in subsection 8.01 C2(1)(B)(4), as determined by industry laboratory pricing standards.
 8. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.
 9. The Contractor's Environmental Consultant must prepare a Field Sampling Result Report (FSSR), tabulate the analytical results, and compare the data to the applicable NYSDEC Part 375.6 Soil Cleanup Objectives, and TCLP for Hazardous Waste published in RCRA and 6 NYCRR Part 371, or 40 CFR Section 261. If the soil is to be disposed of in a disposal facility outside of the State of New York, the soil sampling data must also be compared to the applicable regulatory criteria established by the state in which the disposal facility is located. The FSSR, with the tabulated tables and laboratory analytical data, must be submitted to OEGS for review and approval prior to any soil reuse or disposal activities.
 10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and must be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.
 11. The Contractor must contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing must be included in the bid price of this Item.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples must be measured as the number of sets of samples that are tested. A set will be defined as one (1) grab and one (1) composite samples per 500 cubic yards to be analyzed for the full range of parameters as specified in subsection 8.01 C2(1)(B)(4).

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits, and any other incidentals necessary to complete the work as specified herein for in-situ and ex-situ soil sampling and analysis for waste disposal parameters.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C2	In-Situ and Ex-Situ Soil Sampling and Analysis for Waste Disposal Parameters	Set

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of hazardous soils, which are defined as soils showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H, in accordance with the specifications herein. For the purpose of this specification, soils will be defined as any materials excavated below the pavement and base for pavement.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations. The Contractor must supply all equipment, material and labor required to conduct the specified work under this section.

The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. The City must be listed in the disposal documents as the waste generator.

The Contractor must decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process must be disposed of under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an independent Environmental Consultant, meeting the requirements specified in Section 8.01 C1. The independent Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

All work under Item 8.01 H must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEGS.

B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a MHP. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation, including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.
4. Identification of the Contractor's proposed waste transporter(s). This information must include:
 - a. Name and Waste Transporter Permit Number

- b. Address
 - c. Name of responsible contact for the waste transporter
 - d. Telephone number for the contact
 - e. All necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
 6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
 7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
 8. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State-approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:
 - a. General Information
 1. Facility name and the USEPA identification number
 2. Facility location
 3. Name of responsible contact for the facility
 4. Telephone number for contact
 5. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
 6. Unit of measure utilized at disposal facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor must provide the date of the proposed facility's last compliance inspection under RCRA.

- f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

- A. The Contractor must provide containers as specified in the USDOT regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation.
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 H.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of hazardous soil the Contractor must:
 - a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site. Containers must be labeled as hazardous soil while being held for disposal; or
 - b. If interim stockpiling is required, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.
2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General

- a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility.
- b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEGS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.
- c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.
- d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
- e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- h. The Contractor must obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments.
- i. The Contractor must provide waste profile forms to OEGS for review and approval before transporting hazardous soil to the approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.

- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting or by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with tarp before leaving the project site to prevent generation of airborne dust during hauling.
- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- f. The Contractor must develop, document, and implement a policy for accident prevention.
- g. The Contractor must not combine hazardous materials from other projects with material from this project.
- h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

- a. The Contractor must use only the disposal facility(ies) identified in the approved MPH for the performance of the work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitutions or additions of disposal facility.
- b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and/or disposal services.
- c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
- e. The Contractor must obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
- f. The Contractor must submit all results and weights to the Engineer.

- g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee program. The Contractor must submit a copy of proof of payment to the Engineer and OEGS.
4. Equipment and Vehicle Decontamination
- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
 - b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment, and Discharge/Disposal of Contaminated Water.

8.01 H.4 METHOD OF MEASUREMENT

Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H1.3.B, that are capable of generating load tickets.

8.01 H.5 PRICE TO COVER

- B. The unit bid price bid per ton for Item 8.01 H will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil.
- B. Final disposal of contaminated soil will be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 H	Handling, Transporting, and Disposal of Hazardous Soil	Tons

ITEM 8.01 S HEALTH AND SAFETY

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct the Contractor's work in a safe manner. The Contractor must implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in OSHA Standards 1910.120 and 1926.650-652. The Contractor must ensure that all workers have at a minimum hazard awareness training. The Contractor must segregate contaminated work area in secured exclusion zones. These zones must limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone must be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area. In addition, the Contractor must protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP must be signed off by a Certified Industrial Hygienist and reviewed and approved by OEGS.

Work must include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor must retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil and water sampling, and health and safety services.

4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant must provide site specific training.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor must submit a written HASP, as specified herein, to OEGS for review and approval. The written HASP must be submitted, within thirty (30) calendar days after the availability of analytical results of the soil and groundwater testing, as required under Section 8.01 C2 and Section 8.01 W2. The Contractor must make all necessary revisions required by OEGS and resubmit the HASP to OEGS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by OEGS.
2. Daily safety logs must be maintained by the Contractor and must be submitted to the Engineer either on request or on completion of the work. Training logs must be maintained by the Contractor and submitted to the Engineer either on request or on completion of the work. Daily logs on air monitoring during excavation activities must be prepared and maintained by the Contractor and submitted to the Engineer either on request or upon completion of the work.
3. A closeout report must be submitted by the Contractor to the Engineer upon completion of the work within the defined exclusion zones. This report must summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance regarding environmental and safety issues. The report must carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.
4. Medical Surveillance Examinations: The Contractor must submit to the Engineer the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) must be provided to the Engineer for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents must be reported to the Engineer.

D. Health and Safety Plan

The HASP must comply with OSHA regulations 29 CFR 1910.120/1926.65. This document must at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures

5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill prevention and control, as well as spill reporting procedures
14. Dust control, vapor/odor suppression procedures
15. Identification of the nearest hospital and route
16. Confined space procedures
17. Excavation safety procedures

8.01 S.2 MEASUREMENT

Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

- Medical surveillance program
- Health and safety training
- Health and safety plan
- Environmental and personnel monitoring
- Instrumentation
- Spill control
- Dust control
- Personnel and equipment decontamination facilities
- Personnel protective clothing
- Communications
- Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.

- C. 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER

Health and Safety Requirements

The lump sum price bid for the health and safety requirements will include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid will include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads will be included in the price of this item. Disposal of decontamination fluid will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- E. Spill Control
 - 1. Payment will account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
 - 2. Payment under this item will not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.
- F. Dust Control

Payment will account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The NYSDOH Community Air Monitoring Plan (CAMP) may be used as guidance.
- G. Vapor/Odor Suppression

Payment will account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.
- H. Mobilization/Demobilization
 - 1. Mobilization

Payment will include the following, but not be limited to:

 - a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;

- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment will include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 S	Health and Safety	Lump Sum

ITEM 8.01 W1 REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE

General: This work must consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor must be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the sewer system or removing contaminated water for off-site disposal. The Contractor must be responsible to choose a method compatible to the construction work and will be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor must retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist must at a minimum provide documentation to OEGS demonstrating the minimum requirements as set forth below:

1. The Specialist must demonstrate that it has, at a minimum, three (3) years' experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist must demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the NYCDDC.
3. The Specialist must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant must ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material must have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program must be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist will be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor must ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations must receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor must document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor must supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the sewer system, the Contractor must ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (NYCDEP) Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by NYCDEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor must submit to OEGS for review and approval, a Water Handling Plan (WHP). The WHP must be approved by OEGS prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the sewer or off-site disposal). The Contractor must maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to sewer or off-site disposal), the WHP must include the information required in paragraphs A and B below, as appropriate.

A. On-site treatment and discharge into New York City sewers.

1. Regulations: The Contractor must comply with all applicable regulations. This includes but may not be limited to:
Title 15-New NYCDEP Sewer Use Regulations.
2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (NYCDEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor must comply with NYSDEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, NYCDEP.
3. The WHP for this portion of the work must include the following at a minimum:
 - a. Identification and design of Contractor's proposed treatment to assure that the water meets the NYCDEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
 - b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
 - c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.

- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor must supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment must be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the NYCDEP Sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor will be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the NYSDEC.
- f. Disposal of Treatment Media
 - (1) The Contractor will be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
 - (2) The Contractor must provide the Engineer with all relevant documentation concerning the disposal of treatment media, including manifests, bills of lading, certificates of recycling or destruction and other applicable documentation.
 - (3) **Disposal of treatment media will not be considered as a separate pay item; instead it will be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

- 1. Regulations: The Contractor must conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
- 2. The following must be submitted to the Engineer prior to initiating any off-site disposal:
 - a. (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the waste transporter
 - (4) Any and all necessary permit authorizations for each type of waste transported

- (5) Previous experience in performing the type of work specified herein
- b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and USEPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
- c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
- d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals must also be noted.
- e. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
- f. The Contractor must provide the date of the proposed facility's last compliance inspection.
- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility must be submitted. The source and nature of the cause of violation must be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program must be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility must be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor must organize and maintain the material shipment records/manifests required by Federal, State and Local laws. The Contractor must include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule must be compatible with the availability of equipment and personnel for material handling at the job site.

- (3) The Contractor must inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor must obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor must verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing must be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor is responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor must not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- (2) The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and must be resolved by the Contractor to the satisfaction of the Engineer.
- (3) The Contractor will be responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup must be accomplished at the Contractor's expense.
- (4) The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor must only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the Engineer at no additional cost to the City.
- (6) The Contractor must develop, document, and implement a policy for accident prevention.
- (7) The Contractor must not combine waste materials from other projects with material from this project.
- (8) The Contractor must obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material must be transported until approved by the Engineer.

c. Disposal Facilities

- (1) The Contractor must use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions must not be permitted

without prior written approval from OEGS, and, if approved, must be at no extra cost to the City.

- (2) The Contractor will be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The City reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of the Contractor's responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

- (1) The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work will be paid under Item 8.01 S – Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal will be on a per day basis.

8.01 W1.4 PRICE TO COVER

- A. The per day price bid for Item 8.01 W1 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.
- B. The Contractor will not be paid for water that is within the NYCDEP Sewer Discharge Limits.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W1	Removal, Treatment and Disposal/Discharge of Contaminated Water	Day

ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

8.01 W2.1 WORK TO INCLUDE

A. Description

The work will consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the NYCDEP Sewer Effluent Limit concentrations as listed in Attachment 1, and in accordance with the Engineer-approved SSP/FSP and the Investigation HASP, as specified in 8.01 C2. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities must be included in the bid price of this Item.
2. All sampling and testing must be conducted by a person trained in sampling protocols using accepted standard practices and/or the NYSDEC sampling guidelines and protocols.
3. All sample containers must be marked with legible sample labels which must indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody must be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor must maintain a bound sample log book. The Contractor must provide the Engineer access to it at all times and must turn it over to the Engineer in good condition at the completion of the work. The following information, as a minimum, must be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name
 - h. Sample procedures and equipment used
 - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.
7. Samples must be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the NYSDOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.

9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the Engineer no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters will be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples will be measured as the number of sets of samples that are tested for the NYCDEP Sewer Effluent Limit concentrations. A set will be defined as one (1) representative sample analyzed for the full range of NYCDEP parameters as specified in Attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 will include the cost of furnishing all labor, materials, equipment, plan, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water will be included in the bid price of this Item.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W2	Sampling and Testing of Contaminated Water	Set

ITEM 8.01 C1-NG HANDLING, TRANSPORTING, AND DISPOSAL OF NON-HAZARDOUS, CONTAMINATED SOILS WITHIN THE NATIONAL GRID ZONE - SOIL

8.01 C1-NG.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of non-hazardous contaminated soils within the National Grid Zone for Soil. The materials covered by this specification include any and all soils excavated from within the National Grid Zone - Soil that are not considered hazardous waste as defined in Specification 8.01H-NG. These limits extend from Station 19+00± to Station 25+50±. Soils from these limits are potentially contaminated from historic operations of the former Manufactured Gas Plant (MGP) site. All soils within these limits will be handled, transported, and disposed of in accordance with this specification, regardless of impact. Potential contamination includes volatile organic compounds, semi volatile organic compounds, and cyanide. For the purpose of this specification, non-hazardous soil will be defined as any material excavated below the pavement (concrete and/or asphalt) and pavement base (concrete and/or asphalt) that is not hazardous waste. All non-hazardous soils excavated from these limits shall be disposed of at a National Grid-approved thermal desorption facility.

All soils from within the National Grid Zone - Soil will be treated as contaminated soils. Contaminated soils can be defined as non-hazardous contaminated, or hazardous contaminated soil. Non-hazardous contaminated soils from within the National Grid Zone for Soil must be handled, transported, and disposed of in accordance with the specifications for Item 8.01 C1-NG – Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soils Within the National Grid Zone - Soil.

Hazardous soils from within the National Grid Zone for Soil are defined as soils showing exceedances of TCLP Regulatory Levels for Hazardous Waste published in RCRA, 6 (NYCRR Part 371, or 40 CFR Section 261). Hazardous soils must be handled, transported, and disposed of in accordance with Item 8.01 H-NG.

Soils excavated within the National Grid Zone for Soil that are characteristically hazardous for benzene only can be transported as non-hazardous waste if treated at a thermal desorption facility in accordance with NYSDEC Policy DER-4, Management of Coal Tar Waste and Coal Tar Contaminated Soils and Sediment.

This entire specification 8.01 covers the handling, transportation, and disposal of contaminated non-hazardous soils and hazardous soils only. All soils excavated from within the National Grid Zone for Soil will be disposed of at a National Grid-approved facility. Soils from within these limits cannot be re-used.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor must supply all equipment, material and labor required to conduct the specified work of this Item. The Contractor must document the excavation, handling, transportation and disposal of contaminated soils.

B. Request for Approval of Subcontractors

A subcontractor/subconsultant, such as the independent Environmental Consultant and the waste hauler, is not permitted to start work until approved by the Engineer. If the Contractor performs work using a subcontractor/subconsultant prior to approval, the Contractor will not be paid for the work performed by that subcontractor/subconsultant and the Contractor may

be subject to sanctions including, but not limited to, initiation of default proceedings.

The Contractor must submit a completed original Request for Approval of Subcontractors (RFAS) form and all required documents, such as legal identity, project reference list, Corporate Health and Safety Plan (HASP), waste transporter permits, Occupational Safety and Health Administration (OSHA) 10 certification, Hazardous Waste and Emergency Response (HAZWOPER) certification, etc., to the Engineer at least 30 days prior to the scheduled subcontract work start date. The Engineer must then submit the original RFAS to DDC Safety and Site Support, Office of Environmental and Geotechnical Services (OEGS) for review and approval. If the RFAS is denied by OEGS, OEGS will issue the final denial and return the original RFAS to the Engineer. If the RFAS is approved by OEGS, OEGS will forward the original RFAS package and an approval memo to the DDC ACCO for further review and approval. The ACCO's Vendor Integrity Unit and Office of Contract Opportunity (OCO) will review the subcontractor/subconsultant's overall business integrity and compliance with Vendor Exchange System (VENDEX), Executive Order 50, Local Law 1, and Minority- and Women-Owned Business Enterprise/ Disadvantaged Business Enterprise (MWBE/DBE) participation as per the contract. ACCO will issue the final Approval or Denial. The original RFAS will be returned to the Engineer, who will subsequently notify and return the original RFAS to the Contractor.

C. Independent Environmental Consultant

The Contractor must retain an independent Environmental Consultant to obtain all permits, prepare the plans required in the specification 8.01, and perform all field screening, sampling, air monitoring, and other health and safety services. The independent Environmental Consultant must be approved under the RFAS process and must demonstrate the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel must have a minimum of three (3) years of experience in the environmental field dealing with issues associated with contaminated soils. Such experience must include oversight on environmental, specifically volatile organic compounds and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of similar nature, size, and complexity and must have previous experience in working with DDC.
3. The independent Environmental Consultant must furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's working telephone number, project duration and value for at least five (5) projects within the last 3 years.

D. Sampling and Analysis

Prior to the performance of soil sampling, the Contractor will submit a Field Sampling Plan (FSP) in accordance with the requirements in Section 8.01 C1 Handling, Transporting, and Disposal of Non-Hazardous, Contaminated Soils.

E. Material Handling Plan

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a Material Handling Plan (MHP) in accordance with the requirements in Section 8.01 C1 Handling, Transporting, and Disposal of Non-Hazardous, Contaminated Soils. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. In addition to the requirements of Section 8.01 C1, the MHP must, at a minimum, consist of:

1. 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. All non-hazardous contaminated soils excavated from within the National Grid Zone for Soil shall be disposed of at a National Grid-approved thermal desorption facility. A list of National Grid-approved facilities is provided in Attachment 5. Both primary and backup TSD facilities must be currently state-licensed disposal facilities approved to receive contaminated soil. The information required for each facility must include:
 - a. General Information
 1. Facility name and the State identification number
 2. Facility location
 3. Name of responsible contact for the facility
 4. Telephone number for contact
 5. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
 6. Unit of measure utilized at disposal facility for costing purposes.

8.01 C1-NG.2 MATERIALS

- A. The Contractor must provide containers as specified in the United States Department of Transportation (USDOT) regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting (10 mil. thickness minimum) and by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with solid tarps before leaving the project site to prevent generation of airborne dust during hauling
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 C1-NG.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of non-hazardous contaminated soil the Contractor must:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
 - b. If interim stockpiling is required, place contaminated soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to

prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Install erosion and sedimentation controls (hay bales, silt fencing) around contaminated soil stockpiles. Each stockpile must not exceed 500 cubic yards. Contaminated soils must be stockpiled separately from uncontaminated and hazardous soil at an off-site location approved by DDC or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a photoionization detector (PID) or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal Facility

1. General

- a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport non-hazardous contaminated soils from the work area to the off-site National Grid-approved thermal desorption facility, and any other items and services required for transporting contaminated material for disposal at an off-site thermal desorption facility. Attachment 5 includes a list of National Grid-approved thermal desorption facilities.
- b. The Contractor will be responsible for tracking all materials and vehicles from the site to the off-site scale.
- c. The Contractor must submit to the Engineer the certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.
- d. Non-hazardous contaminated soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- e. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- f. The Contractor must inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.

- g. The Contractor must obtain letters of commitment from the waste haulers and the National Grid-approved thermal desorption facility to haul and accept shipments.
- h. The Contractor must provide waste profile forms to OEGS for review and approval before transporting contaminated soil to the National Grid-approved thermal desorption facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two (2) records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting (10 mil. thickness minimum) and by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with solid tarps before leaving the project site to prevent generation of airborne dust during hauling.
- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- f. The Contractor must develop, document, and implement a policy for accident prevention.
- g. The Contractor must not combine contaminated materials from other projects with material from this project.
- h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

- a. The Contractor must use only a National Grid-approved thermal desorption facility for the material under this specification.
- b. The Contractor must be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and for ensuring that the facility provides the stated treatment and disposal services.
- c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate National Grid-approved and permitted thermal desorption facility(ies) for accepting materials. The alternate facility(ies) must be approved

in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.

- e. The Contractor must obtain manifest forms and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.

4. Equipment and Vehicle Decontamination

- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
- b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1-NG.4 METHOD OF MEASUREMENT

Quantities for contaminated soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1-NG.1(3)(B)(1), that are capable of generating load tickets.

8.01 C1-NG.5 PRICE TO COVER

- A. The unit bid price per ton for Item 8.01 C1-NG must include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil from within the National Grid Zone for Soil identified on Figure 1 on Contract Drawing No. 2 (Station 19+50± to Station 25+50±).
- B. Final disposal of hazardous soil from within the National Grid Zone for Soil identified on Figure 1 on Contract Drawing No. 2 (Station 19+50± to Station 25+50±) will be paid for under Item 8.01 H-NG – Handling, Transporting and Disposal of Hazardous Contaminated Soils (Disposal of all Hazardous Contaminated Soils Within the National Grid Zone – Soil). Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1-NG	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil (Thermal Desorption of All Contaminated Soils Within the National Grid Zone - Soils)	Tons

SPECIAL NOTE:

For additional references, National Grid reports can be obtained by contacting both the following personnel:

Ms. Sarah Aldridge, P.G.
Program Manager
Site Investigation & Remediation
National Grid
1-516-545-2568
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Mr. Jeff Parillo, P.E.
Environmental Engineer
GEI Consultants
1-860-368-5402
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Please take notice that DDC is not the author of these reports and does not take responsibility for their accuracy or contents.

ITEM 8.01 H-NG HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS WITHIN THE NATIONAL GRID ZONE - SOIL

8.01 H-NG.1 WORK TO INCLUDE

A. General

This work will consist of the handling, transportation, and disposal of hazardous soils within the National Grid Zone for soil, which are defined as soils located within the National Grid Zone – Soil, showing exceedances of TCLP for Hazardous Waste published in RCRA, 6 NYCRR Part 371, or 40 CFR Section 261. The limits extend from Station 19+00± to Station 25+50±. Soils from these limits are potentially contaminated from historic operations of the former Manufactured Gas Plant (MGP) site. Hazardous soil can also be contaminated soils, as defined in Item 8.01 C1-NG, but must be handled, transported, and disposed of as hazardous soil under Item 8.01 H-NG, in accordance with the specifications herein. Potential contamination includes volatile organic compounds, semi volatile organic compounds, and cyanide. For the purpose of this specification, soils will be defined as any materials excavated below the pavement and base for pavement.

Soils excavated within the National Grid Zone for soil that are characteristically hazardous for benzene only can be transported as non-hazardous waste if treated at a thermal desorption facility in accordance with NYSDEC Policy DER-4, Management of Coal Tar Waste and Coal Tar Contaminated Soils and Sediment. As such, any soil that tests hazardous for benzene only shall be disposed of as non-hazardous soil in accordance with specification 8.01C1-NG. Soils excavated within the National Grid Zone for soil that are characteristically hazardous for anything other than benzene will be disposed of as hazardous waste in accordance with specification 8.01H-NG.

The Contractor must ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations. The Contractor must supply all equipment, material and labor required to conduct the specified work under this section.

The Contractor must document the excavation, handling, sampling, and testing, transportation, and disposal of hazardous soils. National Grid must be listed in the disposal documents as the waste generator.

The Contractor must decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process must be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

The Contractor must retain an independent Environmental Consultant, meeting the requirements specified in Section 8.01 C1. The independent Environmental Consultant must conduct sampling for laboratory analysis of soil to be excavated to determine whether the soil is contaminated and/or hazardous.

All work under Item 8.01 H-NG must be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the OEGS.

B. Material Handling Plan:

At least 45 days prior to the commencement of work, the Contractor must submit to the OEGS for review a MHP. The MHP must be approved by the OEGS prior to the Contractor beginning any soil excavation work. The MHP must, at a minimum, consist of:

1. The Contractor's procedures for identifying hazardous soils during excavation,

including the specific model and manufacturer of intended organic vapor monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.

2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, NYSDOH ELAP status and telephone number of the proposed laboratory for analysis of representative soil samples.
4. Identification of the Contractor's proposed waste transporter(s). This information must include:
 1. Name and Waste Transporter Permit Number
 2. Address
 3. Name of responsible contact for the waste transporter
 4. Telephone number for the contact
 5. All necessary permit authorizations for each type of waste transported
 6. Previous experience in performing the type of work specified herein
5. The name and location of the facility where an off-site scale is located. The Contractor must outline the procedures on controlling trucks leaving the work site and en-route to the off-site scale.
6. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
7. A backup facility must be provided, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
8. Identification of the Contractor's two proposed National Grid-approved Treatment Storage or Disposal (TSD) facilities for hazardous soils (primary and back-up) for final disposal of the hazardous soils. Attachment 5 includes a list of National Grid-approved disposal facilities for hazardous soils. Both primary and backup TSD facilities must be currently USEPA or State- approved RCRA TSD facilities for hazardous soils. The information required for each facility must include:
 - a. General Information
 1. Facility name and the USEPA identification number
 2. Facility location
 3. Name of responsible contact for the facility
 4. Telephone number for contact
 5. Signed letter of agreement to accept waste as specified in this contract. The letter must indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension

as deemed necessary.

6. Unit of measure utilized at disposal facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor must specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor must identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor must provide the date of the proposed facility's last compliance inspection under RCRA.
 - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility must be provided. The source and nature of the cause of violation must be stated, if known.
9. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 H-NG.2 MATERIALS

- A. The Contractor must provide containers as specified in the USDOT regulations.
- B. The Contractor must provide polyethylene sheeting, which is to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor must assure that the waste transporter's appropriate choice of vehicles and operating practices are fitted to prevent spillage or leakage of contaminated material during transportation. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting (10 mil. thickness minimum) and by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with solid tarps before leaving the project site to prevent generation of airborne dust during hauling
- D. The Contractor must provide, install, and maintain any temporary stockpiling or loading facilities on site as required until completion of material handling activities. The location and design of any such facilities must be included in the MHP.

8.01 H-NG.3 CONSTRUCTION DETAILS

A. Material Handling

1. Immediately after excavation of hazardous soil identified through pre-characterization sample results the Contractor must:
 - a. Load material directly onto drums/trucks/tankers/roll offs for disposal off site at National Grid-approved disposal facility that has approved the soil for disposal at the facility.
Containers must be labeled as hazardous soil while being held for disposal; or
 - b. If interim stockpiling is required for waste characterization of suspected hazardous

material or while awaiting facility acceptance or transport, place hazardous soil on a minimum of 20 mil. polyethylene sheeting and cover it securely by minimum of 10 mil. polyethylene sheeting to protect against cross contamination, airborne dust, leaching or runoff of contaminants into the subsurface, groundwater, or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the Engineer to prevent tearing or removal by wind or weather. Grade surrounding surface to provide for positive drainage away from pile. Install erosion and sedimentation controls (hay bales, silt fencing) around contaminated soil stockpiles. Each stockpile must not exceed 500 cubic yards. Hazardous soils must be stockpiled separately from uncontaminated and contaminated soil at an off-site location approved by the Engineer or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Stockpiles must be labelled as hazardous soil and situated at least 800 feet away from any sensitive receptors, such as schools, daycare center, hospitals, nursing homes, etc., and at least 100 feet away from any water body.

2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the protection of the public from hazardous soils as described in the approved MHP, Site HASP, and Item 8.01 S - Health and Safety.
3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified to collect soil samples for analysis. Construct stockpiles to the same requirements as stated in subsection (A)(1)(b) above.
4. Provide any dewatering that is necessary to complete the work. Contaminated water must be disposed of in accordance with Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a FID, to detect general organic vapor levels at intervals of approximately 50 cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

C. Off-Site Transportation to Disposal Facility

1. General
 - a. The Contractor must furnish all labor, equipment, supplies and incidental costs required to transport hazardous soils from the work area to the National Grid-approved off-site disposal facility, and any other items and services required for transporting hazardous material for disposal at an off-site facility. Attachment 5 includes a list of National Grid-approved TSD facilities.
 - b. The Contractor is responsible for obtaining the USEPA hazardous waste generator identification number for the City. The application must be submitted to OEGS for review and approval prior to submission to USEPA. The Contractor must prepare the annual hazardous waste report for the project and submit to the NYSDEC and USEPA.
 - c. The Contractor will be responsible for tracking all material/vehicles from the site to the off-site scale and to the approved disposal facility.
 - d. The Contractor must provide to the Engineer certified tare and gross weight slips for each load received at the accepted facility which must be attached to each returned manifest. These documents must be maintained and kept with project field records.

- e. Hazardous soils must be delivered to the disposal or treatment facility within 30 calendar days after excavation.
- f. The Contractor must coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- g. The Contractor must inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- h. The Contractor must obtain letters of commitment from the waste haulers and the National Grid-approved TSD facility to haul and accept shipments.
- i. The Contractor must provide waste profile forms to OEGS for review and approval before transporting hazardous soil to the National Grid-approved TSD facility.

2. Hauling

- a. The Contractor must coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities must be measured and recorded upon arrival at the disposal facility. If any deviation between the two records occurs, the matter is to be reported immediately to the Engineer and to be resolved by the Contractor to the satisfaction of the Engineer.
- b. The Contractor will be responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off- site.
- c. The Contractor must ensure that trucks are protected against contamination by properly covering and lining them with polyethylene sheeting (10 mil. thickness minimum) and by decontaminating them prior to and between acceptances of loads. Trucks with loaded contaminated soil must be covered securely with solid tarps before leaving the project site to prevent generation of airborne dust during hauling.
- d. The Contractor will be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor must only use the transporter(s) identified in the approved MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from NYSDEC may transport hazardous soil. A revised MHP or an addendum to the original approved MHP must be submitted to OEGS for review and approval at no additional cost to the City for any use of substitute or additional transporters.
- f. The Contractor must develop, document, and implement a policy for accident prevention.
- g. The Contractor must not combine hazardous materials from other projects with material from this project.
- h. No material will be transported until approval by the Engineer is obtained.

3. Off-Site Disposal

- a. The Contractor must use only the National Grid-approved disposal facility(ies) identified in Attachment 5.
- b. The Contractor will be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated

materials, and for ensuring that the facility provides the stated treatment and/or disposal services.

- c. The City reserves the right to contact and visit the TSD facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate National Grid-approved and permitted facility(ies) for accepting hazardous soils. The alternate facility(ies) must be approved in writing by the Engineer in the same manner and with the same requirements as for the original facility(ies). This must be done at no extra cost or delay to the City.
- e. The Contractor must obtain manifest forms and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest must be submitted to the Engineer within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. The signed manifests must be maintained and kept with the project field records. Any manifest discrepancies must be reported immediately to the Engineer and be resolved by the Contractor to the satisfaction of the Engineer.
- f. The Contractor must submit all results and weights to the Engineer.
- g. The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the NYSDEC annual hazardous waste regulatory fee program. The Contractor must submit a copy of proof of payment to the Engineer and OEGS.

4. Equipment and Vehicle Decontamination

- a. The Contractor must design and construct a portable decontamination station to be used to decontaminate equipment and vehicles that have been used to handle contaminated soil. The cost for this work will be paid under Item 8.01 S - Health and Safety.
- b. Water generated during the decontamination process must be disposed of in accordance with Item 8.01 W1 - Removal, Treatment, and Discharge/Disposal of Contaminated Water.

8.01 H-NG.4 METHOD OF MEASUREMENT

Quantities for hazardous soils will be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 H-NG.1.3.B, that are capable of generating load tickets.

8.01 H-NG.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 H-NG will include the cost of furnishing all labor, materials, equipment, plan, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of hazardous soil from within the National Grid Zone - Soil identified on Figure 1 on Contract Drawing No. 2 (Station 19+50± to Station 25+50±).

- B. Final disposal of non-hazardous contaminated soil from within the National Grid Zone - Soil identified on Figure 1 on Contract Drawing No. 2 (Station 19+50± to Station 25+50±) will be paid for under Item 8.01 C1-NG – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils. Disposal of decontamination water will be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant will be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 H - NG	Handling, Transporting, and Disposal of Hazardous Soil (Disposal of all Hazardous contaminated soils within the National Grid Zone - Soil)	Tons

SPECIAL NOTE:

For additional references, National Grid reports can be obtained by contacting both the following personnel:

Ms. Sarah Aldridge, P.G.
 Program Manager
 Site Investigation & Remediation
 National Grid
 1-516-545-2568
Sarah.Aldridge@nationalgrid.com

Mr. Jeff Parillo, P.E.
 Environmental Engineer
 GEI Consultants
 1-860-368-5402
JParillo@geiconsultants.com

Please take notice that DDC is not the author of these reports and does not take responsibility for their accuracy or contents.

ATTACHMENT 1: NYCDEP LIMITATIONS FOR DISCHARGE TO SEWER

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTEWATER TREATMENT**

Limitations for Effluent to Sanitary or Combined Sewers

Parameter ¹	Daily Limit	Units	Sample Type	Monthly Limit
Non-polar material ²	50	mg/l	Instantaneous	---
pH	5-11	SU's	Instantaneous	---
Temperature	< 150	Degree F	Instantaneous	---
Flash Point	> 140	Degree F	Instantaneous	---
Cadmium	2 0.69	mg/l mg/l	Instantaneous Composite	---
Chromium (VI)	5	mg/l	Instantaneous	---
Copper	5	mg/l	Instantaneous	---
Lead	2	mg/l	Instantaneous	---
Mercury	0.05	mg/l	Instantaneous	---
Nickel	3	mg/l	Instantaneous	---
Zinc	5	mg/l	Instantaneous	---
Benzene	134	ppb	Instantaneous	57
Carbontetrachloride	---	---	Composite	---
Chloroform	---	---	Composite	---
1,4 Dichlorobenzene	---	---	Composite	---
Ethylbenzene	380	ppb	Instantaneous	142
MTBE (Methyl-Tert-Butyl-Ether)	50	ppb	Instantaneous	---
Naphthalene	47	ppb	Composite	19
Phenol	---	---	Composite	---
Tetrachloroethylene (Perc)	20	ppb	Instantaneous	---
Toluene	74	ppb	Instantaneous	28
1,2,4 Trichlorobenzene	---	---	Composite	---
1,1,1 Trichloroethane	---	---	Composite	---
Xylenes (Total)	74	ppb	Instantaneous	28
PCB's (Total) ³	1	ppb	Composite	---
Total Suspended Solids (TSS)	350 ⁴	mg/l	Instantaneous	---
CBOD ⁵	---	---	Composite	---
Chloride ⁵	---	---	Instantaneous	---
Total Nitrogen ⁵	---	---	Composite	---
Total Solids ⁵	---	---	Instantaneous	---

1 All handling and preservation of collected samples and laboratory analyses of samples must be performed in accordance with 40 C.F.R. pt. 136. If 40 C.F.R. pt. 136 does not cover the

pollutant in question, the handling, preservation, and analysis must be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." All analyses must be performed using a detection level less than the lowest applicable regulatory discharge limit. If a parameter does not have a limit, then the detection level is defined as the least of the Practical Quantitation Limits identified in NYSDEC's Analytical Detectability and Quantitation Guidelines for Selected Environmental Parameters, December 1988

- 2 Analysis for *non-polar materials* must be done by USEPA method 1664 Rev. A. Non-Polar Material will mean that portion of the oil and grease that is not eliminated from a solution containing N-Hexane, or any other extraction solvent the USEPA will prescribe, by silica gel absorption.
- 3 Analysis for PCBs is required if *both* conditions listed below are met:
 - 1) if proposed discharge $\geq 10,000$ gpd;
 - 2) if duration of a discharge > 10 days.Analysis for PCBs must be done by USEPA method 608 with MDL= <65 ppt. PCB's (total) is the sum of PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260) and PCB-1016 (Arochlor 1016).
- 4 For discharge $\geq 10,000$ gpd, the TSS limit is 350 mg/l. For discharge $< 10,000$ gpd, the limit is determined on a case by case basis.
- 5 Analysis for Carbonaceous Biochemical Oxygen Demand (CBOD), Chloride, Total Solids and Total Nitrogen are required if proposed discharge $\geq 10,000$ gpd.

ATTACHMENT 2: APPLICABLE REGULATIONS

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. 6 NYCRR 375-6 - NYSDEC Remedial Program Soil Cleanup Objectives
3. 6 NYCRR 360-1 NYSDEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, USEPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / USEPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"
27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87

29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials must be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

ATTACHMENT 3: DEFINITIONS

Contaminated Groundwater and Decontamination Fluids: Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sewer Effluent limits.

Disposal or Treatment Facility: A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.

Exclusion Zone: Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.

Hazard Assessment: An assessment of any physical hazards that may be encountered on a work site.

Hazardous Soils: Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

Hazardous Substance Evaluation: An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.

Health and Safety Plan: A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.

Material Handling Plan: A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.

Non-Hazardous Contaminated Soils: Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.

New York State Health Department's Environmental Laboratory Approval Program: A program by which the state of New York approves and accredits environmental testing laboratories.

PCBs: Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.

Photoionization Detector: A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.

RCRA Hazardous Waste Characteristics: Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.

Total Petroleum Hydrocarbons: An analytical procedure used to determine the total amount of petroleum compounds in a material.

ATTACHMENT 4: PHASE II SUBSURFACE CORRIDOR INVESTIGATION REPORT

SPECIAL NOTE 1:

The file, Attachment 4: Phase II Subsurface Corridor Investigation Report, is available from the ACCO Contracts Office on a CD that is part of a purchased set of bid documents.

The files will also be uploaded to NYCDDC, BID DOCUMENTS ONLINE website for contractors to download.

**ATTACHMENT 5: NATIONAL GRID ENVIRONMENTALLY APPROVED WASTE
DISPOSAL FACILITIES**

NATIONAL GRID
ENVIRONMENTALLY APPROVED WASTE DISPOSAL FACILITIES
AS OF SEPTEMBER 26, 2018

VENDOR	WASTE STREAMS	FACILITY LOCATION	STATE	PHONE	EPA ID NUMBER	DATE OF LAST APPROVAL	DATE OF LAST AUDIT	TYPE OF AUDIT
American Lamp Recycling, LLC	Universal Wastes/ Lamps/Bulbs	55 Riverway Drive Machorro, NY 12542	New York	(800) 315-6262	NYR000192005	9/13/2017	(09/13/2017)	CHWMEG audit
Bryshore Soil Mgt (fka ESMI of NJ)	Non-Haz. Petroleum Contaminated Soils Coal Tar Contaminated Soils	75 Crows Mill Road Kearney, NJ 08852	New Jersey	(732) 738-6000	N/A	5/16/2015	(08/02/2013)	CHWMEG audit
Chemical Waste Management	All Facility Permitted Waste Streams	Highway 17 North Emelle, AL 35459	Alabama	(305) 652-8086	ALD006622464	6/13/2018	(05/13/2018)	On-site audit
Chemical Waste Management	Haz. and Non-Haz. Wastes Asbestos Waste TSCA Waste	1550 Balmer Road Model City, NY 14107	New York	(716) 754-4231	NYD049826679	9/21/2016	(08/15/2013)	CHWMEG audit
CID (Chicago) Landfill, Inc.	Asbestos Waste	10860 Olean Road Chaffee, NY 14630	New York	(716) 496-5514	NYD060517458	N/A	N/A	
City of Albany Landfill	Petroleum Contaminated Soils Solid Waste	525 Rupp Road Albany, NY 12202	New York	(518) 869-3651	N/A	N/A	N/A	
Clean Earth Connecticut	Non-Haz. Petroleum Contaminated Soils Coal Tar Contaminated Soils	58 North Washington Street Plainville, CT 06062	Connecticut	(860) 747-8888	N/A	6/28/2017	(05/16/2017)	On-site audit
Clean Earth of Connecticut Inc.	Petroleum Contaminated Soils Urban Fills	24 Middlesex Avenue Caretan, NJ 07008	New Jersey	(215) 734-1400	N/A	4/4/2018	(07/1/2018)	CHWMEG Audit
Clean Earth Dredging Technologies, LLC - Clarendon	Non-Haz. Sediments	1 Linden Avenue East Jersey City, NJ 07305	New Jersey	(201) 395-8640	N/A	9/21/2016	(05/04/2015)	On-site audit
Clean Earth of New Castle, Inc.	Petroleum Contaminated Soils Urban Fills	94 Pyles Lane New Castle, DE 19720	Delaware	(302) 427-6633	N/A	9/21/2016	(05/10/2015)	On-site audit
Clean Earth of North Jersey	Petroleum Contaminated Soils Urban Fills	115 Inebur Avenue South Kearny, NJ 07002	New Jersey	(973) 344-4004	NJ9991251105		(05/16/2016)	CHWMEG audit
Clean Earth of Philadelphia	Petroleum/Coal Tar Contaminated Soils for thermal desorption, only	3201 South Street Philadelphia, PA 19153	Pennsylvania	(315) 734-5520	N/A		(02/14/2014)	CIBATMEG audit
Clean Earth of Southeast PA	Petroleum Contaminated Soils Coal Tar Contaminated Soils for thermal desorption only	7 Steel Road East Meersville, PA 19067	Pennsylvania	(315) 428-1700	N/A	6/13/2018	(05/13/2018)	CHWMEG audit
Clean Earth Dredging Technologies, LLC - Koppers	Non-Haz. Sediment	1 Fish House Road Kearney, NJ 07032	New Jersey	(201) 997-2949	N/A		(05/04/2015)	On-site audit
Clean Harbor's RPM, LLC - Emerald Transformer	TSCA/Non-TSCA Transformers and Oils	2474 Hwy 169 North Coffeyville, KS 67337	Kansas	(620) 251-6380	KSD041506025	6/28/2017	(06/10/2017)	CHWMEG audit
Clean Harbors - Cleveland	Wastewater Treatment	2900 Broadway Cleveland, OH 44115	Ohio	(216) 429-2401	OHD000724151		(03/16/2016)	CHWMEG audit
Clean Harbors - Kimball - (Emerald Transformer)	Coal Tar Soils Incineration	HC54 Box 28 Kimball, NE 69145	Nebraska	(308) 235-4012	NED04172313		(05/16/2013)	CHWMEG Audit
Clean Harbors - Murphy's Waste Oil	Waste Oil Oil Filter Recycling	252 Selman Street Woburn, MA 01801	Massachusetts	(781) 935-9066	MAD066588005		(09/05/2014)	On-site audit
Clean Harbors - Portland, ME	Waste Oil Non-Haz. WWT	37 Runny Road South Portland, ME 04106	Maine	(207) 799-8111	MED080672182	9/13/2017	(09/13/2017)	On-site audit
Clean Harbors (fka Rollins Environmental Services)	Haz. Waste Incineration	2027 Background Road Deer Park, TX 77336	Texas	(281) 930-2700	TXD05141378	6/25/2014	(05/05/2013)	CHWMEG Audit

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VENDOR	WASTE STREAMS	FACILITY LOCATION	STATE	PHONE	EPA ID NUMBER	DATE OF LAST APPROVAL	(DATE OF LAST AUDIT)	TYPE OF AUDIT
Clean Harbor Env. Services, Inc.	Incineration	309 American Circle El Dorado, AR 71730	Arkansas	(870) 864-9711	ARD069748192		(09/11/2014)	CHWMEG Audit
Clean Harbors Grassy Mountain, LLC	Landfill -TSCA, RCRA, Asbestos Waste	P.O. Box 22750 Salt Lake City, UT 84122	Utah	(801) 323-8900	UTD991301748		(03/16/16)	CHWMEG audit
Clean Harbors of Baltimore	Wastewater Treatment	1910 Russell Street Baltimore, MD 21220	Maryland	(410) 244-8200	MDD980555189	9/26/2018	(09/15/2018)	CHWMEG audit
Clean Harbors of Branford	Various Waste streams	1 Hill Avenue Branford, MA 02184	Massachusetts	(781) 849-1807	MAD053452637		(11/08/2013)	On-site audit
Clean Harbors of Connecticut	Wastewater Treatment	51 Broderick Road Bristol, CT 06010	Connecticut	(860) 383-8917	CTD906064488		(09/11/2014)	On-site audit
Clean Harbors PCB Serv. (fka USPCIOHTF - Emerald Transformer)	TSCA Waste Materials	1672 East Highland Twinsburg, OH 44087	Ohio	(330) 425-3825	OHD986973399	11/13/2015	(05/08/2014)	CHWMEG audit
Clean Water of New York (Staten Island)	Waste Oils Waste Waters Solid Waste	3249 Richmond Terrace P.O. Box 030312 Staten Island, NY 10303	New York	(718) 981-4600	N/A	5/27/2015	(11/12/2014)	On-site audit
Colonie Landfill	Petroleum Contaminated Soils Solid Waste	Memorial Town Hall Newtown, NY 12128	New York	(518) 783-2827	N/A	N/A	N/A	On-site audit
Complete Recycling Solutions, LLC	Mercury containing wastes, lighting ballasts and small capacitors (both PCB and non-PCB) electronic waste	1075 Airport Road Fall River, MA 02720	Massachusetts	(508) 402-7700	MAD980917555	6/13/2018	(6/13/2018)	On-site audit
County of Franklin Solid Waste Management Authority	Petroleum Contaminated Soils Solid Waste	828 County Route 20 Constance, NY 12926	New York	(518) 483-4270	N/A		(08/01/2008)	On-site audit
Covanta Agawam	Treated Wood Utility Poles	188 M Street Agawam, MA 01001	Massachusetts	(413) 785-5120	N/A		(06/02/2015)	On-site Audit
Covanta Environmental Solutions (CES) (fka Environmental and Industrial Consulting Services (Green Environmental))	Non-hazardous sludge's Solids and liquids	835 Quarry Road Niagara Falls, NY 14304	New York	(716) 298-5297	N/A	9/21/2016	(11/06/2015)	On-site Audit
Covanta Environmental Solutions (CES) (fka Industrial Oil Tank)	Oil Water Non-haz solids	120 Dry Road Ovid, NY 13124	New York	(315) 734-6080	NTR00005298	4/5/2017	(07/07/2016)	CHWMEG Audit
Covanta Hempstead Company (fka American Ref-Fuel Company Hempstead Resource Recovery)	Non Hazardous Incinerator	600 Merchants Concourse Westbury, NY 11590	New York	(516) 883-5438	NYD980215311		(09/15/2009)	On-site audit Low Risk - No Further Audits
Covanta Niagara Company (fka American Ref-Fuel Company of Niagara Facility)	MGP Remediation Soils Non-Hazardous Solids (Oil-impacted spill debris)	100 Energy Blvd at 56th St. Niagara Falls, NY 14304	New York	(716) 278-4300	NYD980503443	4/5/2017	(01/25/2016)	CHWMEG audit
DANIC (Rohman Landfill)	Coal Tar Contaminated Soils	NYS Route 177 Rohman, NY 13682	New York	(315) 785-2593	N/A		(06/19/2013)	On-site audit
Dee Run Company Buck Resource Recycling Div.	Lead Battery Recycling	Highway KK Bose, MD 6540	Missouri	(573) 244-5261	MDD05920089	Pending	(09/20/13)	CHWMEG audit
EnergySys (formerly YUASA)	Battery Recycling (Transfer)	16 Colina Ave. Nashua, NH 03060	New Hampshire	(800) 343-5526	N/A	6/13/2018	(6/13/2018)	Desk Top Audit
Environmental Products & Services of Vermont	Transfer Station to approved facilities only	512 State Fair Blvd Sykesville, NY 13204	New York	(315) 451-6666	NTR000115733	6/28/2017	(07/18/2012)	CHWMEG audit
Clean Earth (formerly Environmental Soil Management, Inc.)	Coal Tar Contaminated Soils Oil Spills/Urban Fill	704 Tompkins Road Fort Edward, NY 12828	New York	(518) 747-5500	N/A	4/4/2018	(3/1/2018)	CHWMEG audit

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VENDOR	WASTE STREAMS	FACILITY LOCATION	STATE	PHONE	EPA ID NUMBER	DATE OF LAST APPROVAL	(DATE OF LAST AUDIT)	TYPE OF AUDIT
Clean Earth (Formerly ESM, London, NH)	Cool Tar Contaminated Soils Oily Soils, Urban Fill	67 International Drive London, NH 03301	New Hampshire	(603) 783-0228	NH998468582	10/10/2014	(12/17/2014)	On-site audit
ESROC	Liquids/Sludge's	3084 West County Road 225 South Lagansport, Indiana 46947	Indiana	(574) 753-5121	IND005081542		(05/07/2013)	CIWMEG audit
Evogea	Carbon Recycling	118 Park Road Dartmouth, PA 16115	Pennsylvania	(724) 827-8181	PAD987270725	9/13/2017	(02/27/2013)	CIWMEG audit
Global Cycle	Non-hazardous waste water treatment (including excavation, decon, and purge water etc.) Specific Facility Acceptance Criteria/Contaminant Concentrations Apply	700 Richmond Street Tannock, MA 02718	Massachusetts	(508) 828-1005			(9/13/2017)	On-site audit
G&S Technologies	Non-TSCA Equipment	1800 Harrison Ave Keating, NJ 07032	New Jersey	(201) 998-9244	NJD011370525	9/21/2016	(08/17/2016)	On-site audit
High Acres Landfill (Waste Mgt)	Non-Haz Waste	425 Pennington Parkway Fairport, NY 14450	New York	(716) 223-4332	N/A		(12/15/2006)	On-site audit
Hydrotec North America LLC	Non-Haz and Hazardous Oils for re-refining	2021 Stearnway Blvd S.E. Canton, OH 44707	Ohio	1 (330) 454 8202	OHR000143263	4/4/2018	6/7/2017	CIWMEG audit
INMETCO	Battery Recycling	One Jimenez Drive Ellwood City, PA 16117	Pennsylvania	(724) 758-5515	PAD0057561015		(03/03/2015)	CIWMEG audit
Lakeview Landfill (Waste Mgt)	Asbestos Waste	951 Robinson Road East Lee, PA 16309	Pennsylvania	(814) 825-4588	N/A		N/A	
Lewis County Solid Waste Department	Solid Waste	Tinity Avenue Lowville, NY 13367	New York	(315) 376-5394	N/A		N/A	
Minerva Enterprises	Asbestos Waste	8955 Minerva Road SE Weynueburg, OH 46888	Ohio	(330)866-3435	N/A	5/27/2015	(3/25/2015)	On-site audit
Modem Disposal	Solid Waste	4716 Model City Road Model City, NY 4107	New York	(716) 754-8226	NY986921237		N/A	On-site audit
Montgomery County (MOSA)	Solid Waste	P.O. Box 150, Route 7 Howes Cave, NY 12092	New York	(518) 296-8884	N/A		N/A	
Novapb, Inc.	Battery Recycling	1209 Garner St. & St. Catherine, Quebec J5C1B4	Canada	(781) 849-1807	N/A	12/17/2014	(03/10/2014)	CIWMEG audit
Onetia Herfimer Solid Waste Authority	Solid Waste	1600 Genesee Street Utica, NY 13502	New York	(315) 733-1224	N/A		N/A	
Ontario County Sanitary Landfill	Solid Waste	3555 Post Farm Road Stanley, NY 14661	New York	(385) 526-4420	N/A		(08/17/2004)	On-site audit
Reverse Smelting & Refining Corporation	Lead Acid Battery Recycler	65 Ballard Road Middletown, NY 10941	New York	(845) 692-4414	NYD030485288	12/14/2016	(11/21/2016)	Desk/Top audit
Safety-Kleen Systems Inc.	Part Washer Recycling	17 Green Mountain Road Cohoes, NY 12047	New York	(518) 783-8080	NYD986872869	4/5/2017	(10/12/2016)	On-site audit
Safety-Kleen Systems Inc.	Part Washer Recycling	80 Seabro Ave. North Amherst, NY 11701	New York	(631) 842-6311	NYD00108198		(Fall 2010)	Desktop audit
Safety-Kleen Systems, Inc.	Oil Filters Waste Oil Transfer Facility	167 Mill Street Canton, RI	Rhode Island	(401) 781-0808	N/A	1/29/2014	(11/07/2013)	On-site audit
Serres Meadows Landfill	Non-haz Waste Asbestos Waste	1786 Salem Road Waterloo, NY 13165	New York	(315) 539-5624	N/A		(01/29/2014)	On-site audit

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VENDOR	WASTE STREAMS	FACILITY LOCATION	STATE	PHONE	EPA ID NUMBER	DATE OF LAST APPROVAL	(DATE OF LAST AUDIT)	TYPE OF AUDIT
Stercycle - NY	Medical Waste	1473 Prospect Drive Dunkirk, NY 14048	New York	(716) 366-4444	N/A		(08/20/2009)	On-site audit Low Risk. No Further Audits
Stercycle Inc. - RI	Medical Waste	369 Park East Drive Woonsocket, RI 02895	Rhode Island	(401) 769-5801	RID00008763		(06/11/2007)	On-site audit Low Risk. No Further Audits
Superior Greentree Landfill	Landfill-Non Hazardous	635 Toby Road, Kersey, PA 15846	Pennsylvania	(814) 265-1975	N/A	N/A	N/A	NA
Trumble - Nonite Corporation	Used Oil Coal Tar	628 South Starange Street Cohoes, NY 12047	New York	(518) 235-0401	NYD08049933		(05/11/2014)	CHRWEG Audit
Trudbe Treatment & Recycling of Bridgeport (EPA Bridgeport United Recycling)	Used Oil Waste Waters	50 Cross Street Bridgeport, CT 06610	Connecticut	(203) 334-4812	CTD00259387	6/5/2013	(03/20/2013)	On-site audit
Trudbe Treatment & Recycling of NE (EPA United Oil Recovery Inc.)	Used Oils Waste Waters	136 Grassy Avenue Mendon, CT 06450	Connecticut	(203) 238-6745	CTD021816889	3/20/2013	(06/05/2013)	On-site audit
Trans-Cycle Industries (TCI)	TSCA Transformer and Lead/PCB Cable Disposal	101 Parkway, East Hill City, AL 35125	Alabama	(205) 338-9997	ALD983167891	9/26/2018	(09/18/2018)	CHRWEG audit
TCI of New York	Non-TSCA Transformer Disposal Approved for Surplus only-No PILC	Coyne Industrial Park Lane Coyneville, NY 12045	New York	(518) 838-9997	NYD986999212	6/28/2017	(05/14/2016)	CHRWEG audit
Veolia - Port Arthur (EPA Chemical Waste Management)	Incineration: waste solvents, oil, mixtures, organic and inorganic chemical wastes, pesticide wastes, petroleum waste, organic wastes, contaminated soils, sludges, PCBs and capacitors	Veolia ES Technical Solutions Highway 73 3.5 miles W. of Taylor's Bayou Port Arthur, TX 77640	Texas	(409) 736-2821	TXD000338806	9/26/2018	(09/10/2018)	CHRWEG audit
Veolia - Saegert (EPA CWM Saegert, IL)	Incineration: various hazardous wastes	7 Mobile Avenue Saegert, IL 62201	Illinois	(618) 271-2804	ILD098642424	9/21/2016	(05/16/2016)	On-site audit
Veolia ES Technical Solutions of West Bridgewater (EPA Global Recycling)	Lighting ballasts Small capacitors (PCB and non-PCB) E-waste, Universal Waste	90 Pleasant St, West Bridgewater, MA 02370	Massachusetts	(774) 296-6030	MAC300017498	9/12/2013	(05/21/2013)	On-site audit
Veolia Environmental Services	Transfer Facility	1 Eden Lane Flinders, NJ 07836	New Jersey	(973) 347-7111	NJD980365393	12/14/2016	(02/12/2016)	On-site audit
Veolia Environmental Services (EPA Manual)	Fuels Blending	135 Factory Lane Middlesex, NJ 08846	New Jersey	(732) 469-5100	NJD002454544	12/14/2016	(04/04/2016)	On-site audit
Veolia Technical Solutions	Mercury PCB Ballasts Universal Waste	1275 Mineral Springs Drive Port Washington, WI 53074	Wisconsin	(262) 243-8900	WID988566543	3/16/2016	(06/03/2014)	On-site audit
Waste Management Greenidge RDF	Petroleum Contaminated Soils C&D Debris Clean soils	424 Peters Road Gainesport, New York 12831	New York	(518) 636-2141	NA	9/26/2018	NA	NA
Waste Management- Mercury Waste Inc.	Mercury Waste	21211 Drexel Avenue Union Grove, WI 53117	Wisconsin	(262) 878-2599	WIR000000556	12/17/2014	(06/05/2014)	CHRWEG Audit

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VENDOR	WASTE STREAMS	FACILITY LOCATION	STATE	PHONE	EPA ID NUMBER	DATE OF LAST APPROVAL	(DATE OF LAST AUDIT)	TYPE OF AUDIT
Waste Management - Turnkey	Asbestos Waste, Non-Hazardous	97 Rochester Neck Road Rochester, NH 03867	New Hampshire	(603) 332-2386	N/A	12/13/2018	(08/18/2017)	Desktop Audit
Waste Management Disposal Services of Maine BDS Waste Disposal Inc.	Asbestos Waste, Non-Hazardous	357 Mercer Road Norridgewood, ME 04957	Maine	(207) 634-2714	MED98254699	3/16/2016	(12/18/2015)	Paper Audit
Wayne Disposal Inc. - US Ecology	Solid PCB Waste- Landfill NORM	49350 North I-94 Service Dr. Belleville, MI 48111	Michigan	(800) 592-5449	MID048090653	9/23/2018	(09/18/2018)	CERWMEG Audit
110 Sand & Gravel	C&D Debris Soaked Coal Tar Wrap Pipe	116 Spangnoff Road, Melville, NY	New York	(631) 694-2822	N/A	N/A	N/A	

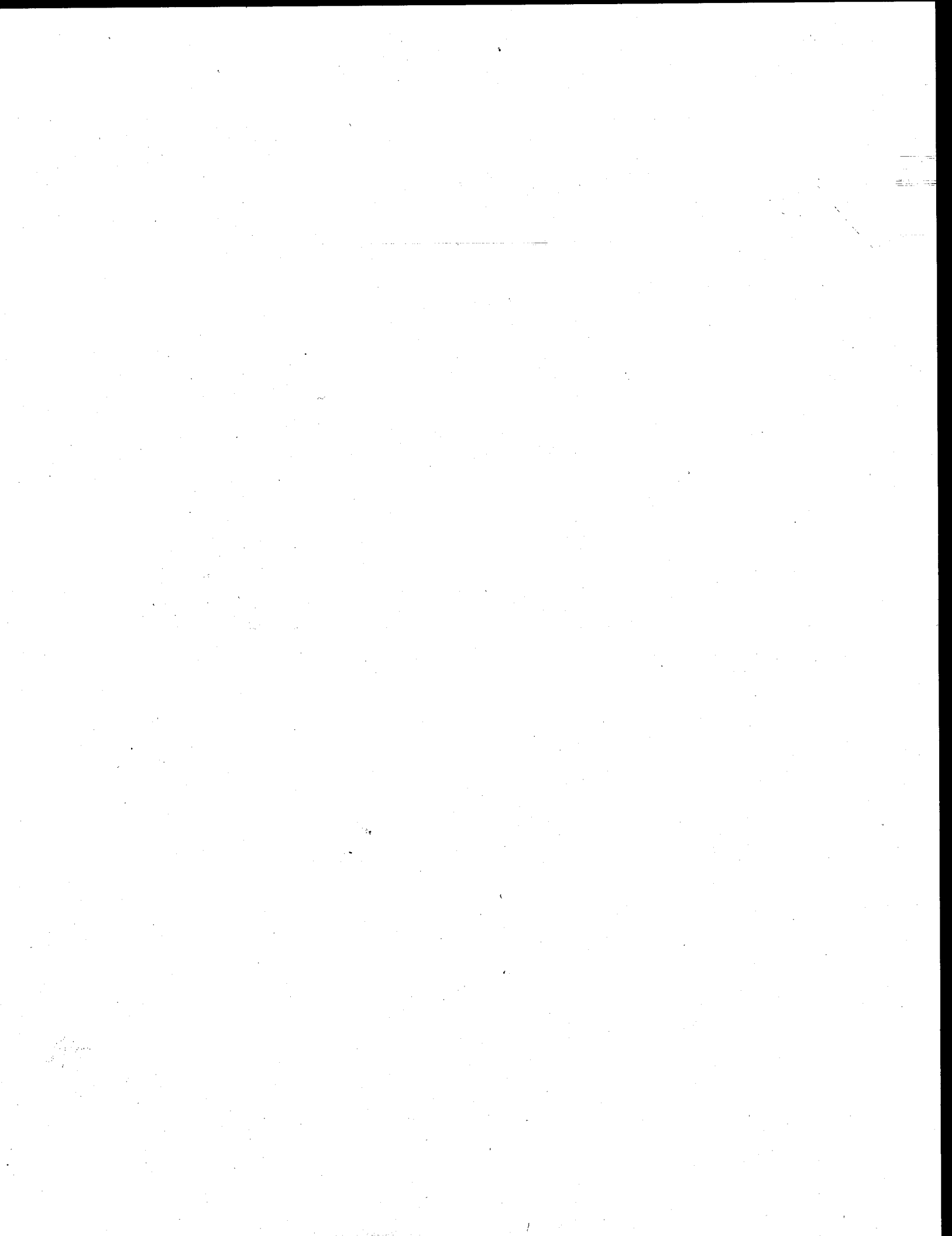
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UI - PAGES

UTILITY INTERFERENCES SECTION

NOTICE

THE PAGES CONTAINED IN THIS SECTION (UI - PAGES) REPRESENT
ADDITIONAL CONTRACT REQUIREMENTS APPLYING TO WORK
PERFORMED IN THE PRESENCE OF PRIVATELY OWNED UTILITY
FACILITIES.



(NO TEXT ON THIS PAGE)

UTILITY INTERFERENCES (UI) SECTION

DATED: August 6, 2019

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are hereby made a part of the original contract documents:
 - A. "UI SECTION: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages UI-3 through UI-11).
 - B. Schedule U-1 (Page UI-13).
 - C. Schedule U-2 Con Edison (Pages UI-14 through UI-15)
Charter (Pages UI-16 through UI-17)
Verizon (Pages UI-18 through UI-19)
 - D. Schedule U-3 Page UI-20 (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 (9 Sheets) consisting of:
 - * Con Edison - Overhead Condition Report (1 sheet)
 - * Con Edison - Conduit & Duct Occupancy Plates (3 sheets)
 - * Con Edison - Low Tension Mains & Service Plates (3 sheets)
 - * Charter Spectrum - Overhead/underground System Print (1 sheet)
 - * Verizon - Existing Facilities Plan (1 sheet)All nine (9) 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 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and the Contractor. The non-prevailing party shall then pay all

arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.

m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this Section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of participating in design alignment meetings and submitting their scope of Utility Interferences Work to the City, have agreed to perform their obligations described in this Section. It is expressly understood that the cost of Utility Work or any delays caused by such Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this Section of the contract, if an Interference Agreement is executed between the Contractor and utility company (ies). The provisions of this Section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract,

except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this Section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law and/or, Davis-Bacon Act if federally funded, applies to public work. The work described in this Utility Interferences Section of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this UI Section apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed an Interference Agreement with the Contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an Interference Agreement between the Contractor and such utility company (ies).

(End of Section)

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Utility Interferences (UI) Section: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this UI Section at the company's own expenses due to their facilities interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHEDULE U-1

LISTING OF COMPANY (IES) NAMED FOR THIS CONTRACT

<u>COMPANY NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT TELEPHONE</u>
CON EDISON	O'NEILL WRIGHT	(212) 460-3870
VERIZON	AUBREY MAKHANLALL	(718) 977-8165
CHARTER SPECTRUM	JOHN PIAZZA	(718) 888-4261

SCHEDULE U-2

UTILITY INTERFERENCE
FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON
SER20079
STORM AND SANITARY SEWERS ON WILLOW AVE.

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
CET 300	SPECIAL CARE EXCAVATION AND BACKFILING	CY	11
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES	LS	1
CET 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES	EA	1
CET 400	TEST PITS FOR UTILITY FACILITIES	CY	40

**CON EDISON SCOPE OF WORK
SUPPORT AND PROTECTION
SER20079
STORM AND SANITARY SEWERS ON WILLOW AVE.**

CET 300	SPECIAL CARE EXCAVATION AND BACKFILING <i>At the following locations:</i> Various Locations Total Quantity for CET 300 = 11	CY
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES <i>At the following locations:</i> Various Locations AS SHOWN ON CONTRACT DOCUMENTS Total Quantity for CET 350 = 1	LS
CET 351	INSTALL AND REMOVE "A" FRAME ON UTILITY POLES <i>At the following locations:</i> Various Locations Total Quantity for CET 351 = 1	EA
CET 400	TEST PITS FOR UTILITY FACILITIES <i>At the following locations:</i> Various Locations Total Quantity for CET 400 = 40	CY

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE
CHARTER/ SPECTRUM
SER20079
STORM AND SANITARY SEWERS IN WILLOW AVENUE
From Bay Street to Tompkins Avenue
Borough of Staten Island

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES & APPURTENANCES	LS	1

**CHARTER/SPECTRUM
SUPPORT & PROTECTION
SER-20079
Storm and Sanitary Sewers in Willow Avenue
From Bay Street to Tompkins Avenue
Borough of Staten Island**

CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OVERHEAD FACILITIES, POLES AND APPURTENANCES	LS
	At the following locations:	1
	AS ENCOUNTERED	
	Total quantity for CET 350	1

UTILITY INTERFERENCES (UI) SECTION WORKSHEET
FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES ETC. IN WILLO
BETWEEN TOMPKINS AVENUE AND BAY STREET

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR VERIZON
BOROUGH OF STATEN ISLAND

CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	2
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL 12" DIAMETER (TYPE .1)	EA.	1
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	1
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.	1
CET 351	INSTALL AND REMOVE "A" FRAMES ON UTILITY POLES	EA.	1

VERIZON CET SCOPE OF WORK
SUPPORT & PROTECTION

SER20079 - FOR THE CONSTRUCTION OF STORM AND SANITARY SEWERS AND APPURTENANCES ETC. IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET
BOROUGH OF STATEN ISLAND

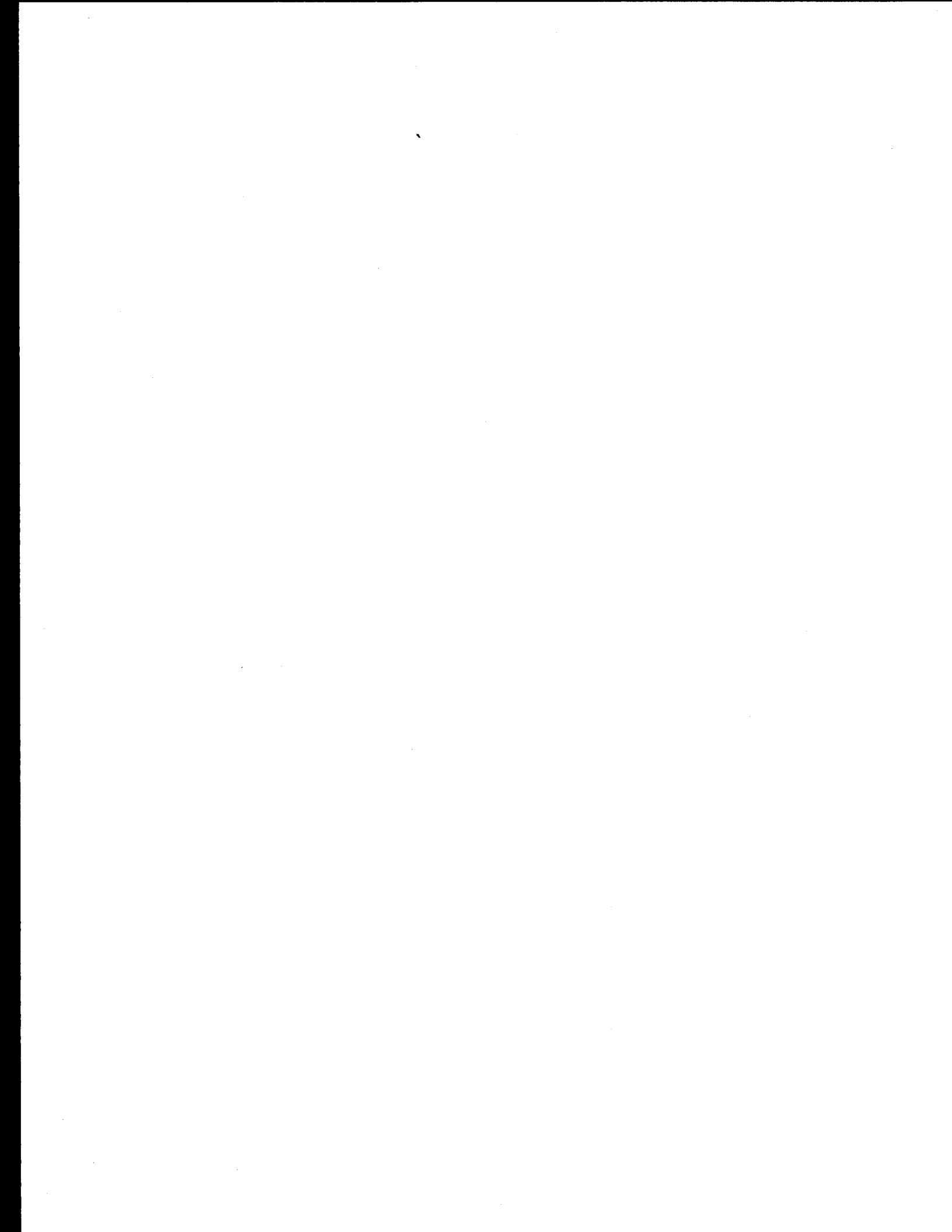
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA
	At the following locations:	
	INT. OF WILLOW AVENUE AND BAY STREET	2
	Total quantity for CET 101.1 =	2
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA
	At the following locations:	
	INT. OF WILLOW AVENUE AND BAY STREET	1
	Total quantity for CET 108.1 =	1
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.
	At the following locations:	
	INT. OF WILLOW AVENUE AND BAY STREET	1
	Total quantity for CET 300 =	1
CET 350	OVERHEAD ACCOMMODATION, PROTECTION OF OH FACILITIES & APPURTENANCES	L.S.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY A VERIZON FIELD REPRESENTATIVE	1
	Total quantity for CET 350 =	1
CET 351	INSTALL AND REMOVE "A" FRAMES ON UTILITY POLES	EA
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY A VERIZON FIELD REPRESENTATIVE	1
	Total quantity for CET 351 =	1

SCHEDULE U-3

(NO TEXT IN THIS SECTION)

END OF SECTION UI PAGES

**THE SECTION UI PAGES CONSIST OF TWENTY-THREE (23) PAGES AND
NINE (9) SHEETS OF PRIVATE UTILITY DRAWINGS ARE ATTACHED TO
THE CONTRACT PLANS**



CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID OPENING DATE: March 19,2020

PROJECT NO.: SER20079

DESCRIPTION: THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER ,
WATER MAINS AND APPURTENANCE IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET, STATEN ISLAND

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	3/5/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	<i>JP 3-5-20</i>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SER20079

THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, WATER MAINS AND
APPURTENANCE IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET
Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: March 5, 2020

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, pages B-3 through B-22 ;
Delete pages B-3 through B-22 in their entirety;
Substitute with attached revised BID SCHEDULE, pages B-3 [REVISION # 1] through B-24 [REVISION # 1].
[*Number of attachments 22*]
Note: "Unit Price Bid Shall Not Be Less Than" where required has been added.
2. For additional information see the attached pages of "Questions Submitted by Bidders and DDC's Responses".
[*Number of attachments 1*]

END OF ADDENDUM NO. 1

By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

Muicatao Corp.
Name of Bidder

By: [Signature]

[Signature]
Klara Sigal, P.E.
Executive Director

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question 1:

Please see attached pages from the bid schedule. The highlighted items usually have a "not less than" value. Please advise if the items are to stay as they are or if they will be revised.

DDC's Response:

Refer to article 1 of this addendum, page- A1-1.

Question 2:

phase II corridor report for contaminated and hazardous materials in the above job is not uploaded to DDC bid site yet. Please Advise

DDC's Response:

Phase II Subsurface Corridor Investigation Report is now available on DDC website.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID OPENING DATE: ON HOLD

PROJECT NO.: SER20079

DESCRIPTION: THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER ,
WATER MAINS AND APPURTENANCE IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET, STATEN ISLAND

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	3/5/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
2	4/17 /2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SER20079

THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, WATER MAINS AND
APPURTENANCE IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET Together
With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: April 17, 2020

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to Volume 1 of 3, Page A-14
Delete Page A-14, in its entirety;
Substitute with attached revised Page A-14R
[Number of attachments 1]
2. For additional information see the attached pages of "Questions Submitted by Bidders and
DDC's Responses".
[Number of attachments 3]

END OF ADDENDUM NO. 2

**By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.**

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

Muicatas Corp.
Name of Bidder

By: 


Klara Sigal, P.E.
Executive Director

RICHARD
JONES PE FOR

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question 1:

It is unclear where proposed sidewalks are located. Please provide a Road reconstruction plan or please highlight which sidewalks need reconstruction.

DDC's Response:

Concrete sidewalk to be replaced when directed by the Engineer as per existing site conditions.

Question 2:

A few proposed Type B-1 manholes are called out to have piles. When referring to NYCDEP sewer design standards, the piles for Type B-1 manholes are timber piles. Please confirm if piles for Type B-1 Manholes are to be timber or CFA piles. If CFA piles, please provide us with a detail. If timber piles, please provide us with a pay item.

DDC's Response:

CFA piles foundation must be used as foundation for Type B-1 manholes. CFA piles will be installed as per CFA pile item in the BID SCHEDULE ITEM and as shown on the Contract Drawings for sewer profiles.

Also, refer to sheet SE31C of the NYCDEP Sewer Design Standards – dated Revised August 2018, Standard For Precast Manhole details with 20-ton pile information.

Question 3:

On sheet 4 of 14, the new standard 5' precast manhole is called out to have piles. There is no detail provided for this precast manhole on piles. Please provide us with a detail for this manhole and let us know what type of piles go with this manhole. Is it CFA pile or timber pile? Please advise.

DDC's Response:

Location of CFA piles to be installed as shown on the sewer profiles. Refer to sheet SE15 of the NYCDEP Sewer Design Standards – dated Revised August 2018, for Standard Type B-1 manhole, with details for 20 ton pile information.

Question 4:

The Specific Pavement Provisions for Willow Avenue call for restoration of trenches and cutbacks only, and finally a 2" overlay from curb to curb. There are 2 sewers and a water main being constructed for the entire length of Willow Avenue. Such conditions usually call for full width restoration from curb to curb. Please advise.

DDC's Response:

Pay Items for roadway restoration/full depth reconstruction are part of the BID SCHEDULE. Final pavement restoration if required will be done as directed by the Engineer.

Question 5:

Work hours are at night however there are residences a half-block away from the work zone. Please clarify if any noise control measures are required beyond what is typical for day-time work.

DDC's Response:

Please refer to NYCDOT STANDARD SPECIFICATIONS VOL I OF II, page 11, 16 and 19 regarding noise control/mitigation.

Question 6:

Please provide us with observation well data near Bay St. and Willow Ave. Intersection. We would like to get groundwater readings for the far east side of the project. If you do not have groundwater data at this location provide us with water depth near Bay St. and Willow Ave. Intersection.

DDC's Response:

There is no observation well available for the Bay St. and Willow Ave. Intersection. However, attached is the observation well data from adjoining area, which is for reference only. The contractor is responsible for interpretation of the reference data and NYCDDC is not be held responsible in case the existing sub surface conditions differs.

Question 7:

There are several powerlines on both sides of the street that cut across and will interfere with the installation of CFA Piles. Can you provide voltages of these so we can plan for any requirements needed to work around these? Our mast will likely have to stick up at least 60' to be able to drill to the depths needed.

DDC's Response:

The Contractor must support and protect utility lines and must coordinate with the Private Utilities.

Question 8:

Is there a laydown/staging area we can utilize for an onsite mixing plant? We would need about a 50'x50' area for staging.

DDC's Response:

The Contractor will be responsible for securing the necessary staging area in line with the NYCDOT Traffic Stipulations requirements.

Question 9:

Are there restrictions on the machine size and how close we can be to the trench when installing CFA Piles?

DDC's Response:

The Contractor must refer to the DEP Sewer and Water Main Standard Specifications Section 70.12.

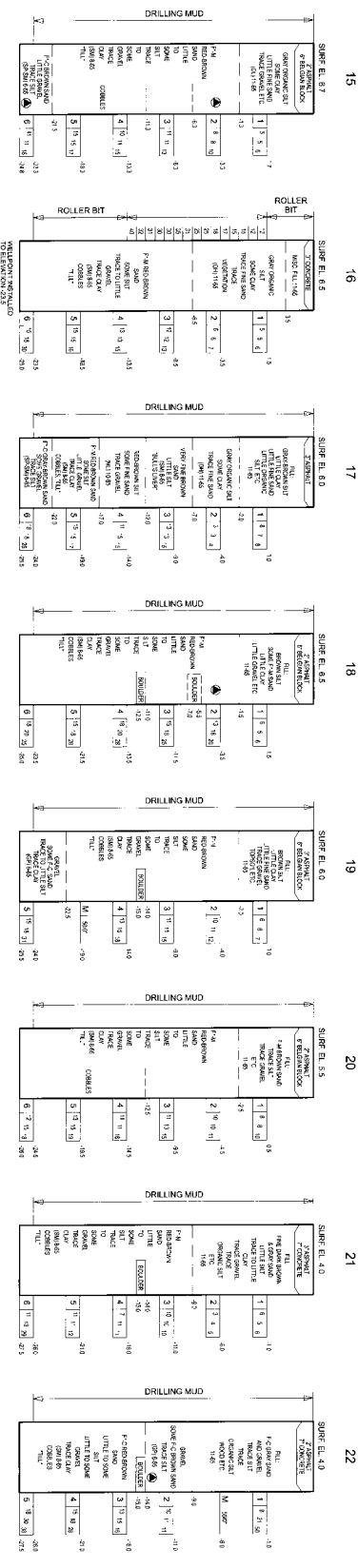
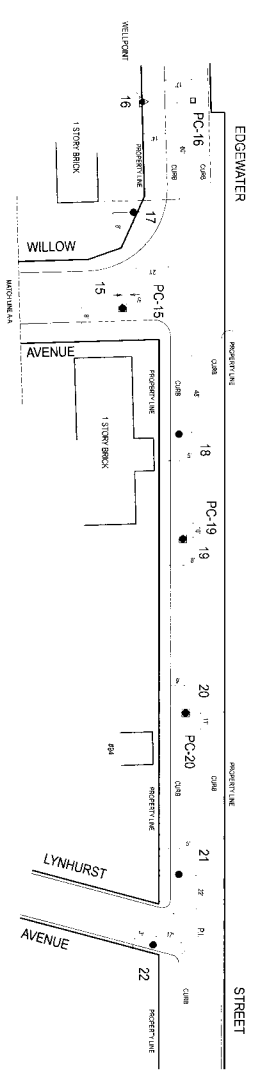
Question 10:

When installing CFA piles, does equipment need to vacate the site every time or is it allowed to park equipment to the side for the interim time? If equipment can be parked to the side for the interim time, please provide the exact location and size.

DDC's Response:

Please refer to Section 70.12 of the STANDARD SEWER AND WATER MAIN SPECIFICATIONS, JULY 1, 2014 and OCMC stipulations for equipment usage planning.

The Contractor shall be responsible to secure the necessary staging area in accordance with NYC DOT Traffic Stipulations.



GROUNDWATER OBSERVATIONS

DATE TIME ELEVATION

5/19/07	10:00 AM	4.3
5/19/07	11:00 AM	4.3
5/19/07	1:00 PM	4.3
5/19/07	2:00 PM	4.4
5/19/07	3:00 PM	4.4
5/19/07	4:00 PM	4.4
5/19/07	5:00 PM	4.4
5/19/07	6:00 PM	4.3

PAVEMENT CORE DATA

SECTION	15	16	17	18	19	20
DEPTH	2'	2'	2'	2'	2'	2'
REMARKS						

THIS REPORT WAS PREPARED BY THE BUREAU OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES (B.E.G.S.) FOR THE CITY OF NEW YORK. THE DATA WERE OBTAINED FROM FIELD LOGS AND TESTS CONDUCTED BY THE BUREAU OF ENVIRONMENTAL AND GEOTECHNICAL SERVICES (B.E.G.S.) ON 5/19/07.

(FOR REFERENCE ONLY)

DIC

CITY OF NEW YORK
DEPARTMENT OF DESIGN & CONSTRUCTION
DIVISION OF TECHNICAL SUPPORT

PREPARED BY: **2777A**

PROJECT: **STORM AND SANITARY SEWERS IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND EDGEWATER STREET BOROUGH OF STATEN ISLAND**

RECORD OF BORINGS

DATE: **JUNE 29, 2006**

SCALE: **AS SHOWN**

SHEET: **2 OF 2**

DRAWN BY: ALEX KOVAL, LEONID MILLER	CHECKED BY: ALEX KOVAL	SECTION CHIEF: JEROME T. GALT, P.E.	DIRECTOR: JENNA JACALOUS
CHECKER: JOHN GERRITY, PETER KUKK	SUPERVISOR: SONI ANDERSON, ANSHEV	ASSISTANT DIRECTOR: MARK A. CANI	NO. DATE
		DIVISION OF TECHNICAL SUPPORT	REVISIONS
		APPROVED	APPROVED

2777A

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID OPENING DATE: POSTPONED TO 6/30/2020

PROJECT NO.: SER20079

DESCRIPTION: THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER ,
WATER MAINS AND APPURTENANCE IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET, STATEN ISLAND

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	3/5/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
2	3/12 /2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
3	6/9/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SER20079

THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, WATER MAINS AND
APPURTENANCE IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET
Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: June 9, 2020

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to Bid Documents, Book 1 of 3, Page i;
Delete Page i in its entirety;
Substitute with attached Page iR.
[Number of attachments 1]
2. **Refer** to Bid Documents, Book 1 of 3, Page A-5 (Attachment 1);
Delete Page A-5 in its entirety;
Substitute with attached Page A-5R.
[Number of attachments 1]
3. **Refer** to Bid Documents, Book 1 of 3, Schedule B, Page A-37 thru A-43;
Delete Page A-37 thru A-43 in their entirety;
Substitute with attached Page A-37R thru A-43R.
[Number of attachments 7]

END OF ADDENDUM NO. 3

By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID



Richard Jones, P.E.
CWI
for

Klara Sigal, P.E.
Executive Director

Mucatas Corp.
Name of Bidder

By: 

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID OPENING DATE: POSTPONED TO 7/28/2020

PROJECT NO.: SER20079

DESCRIPTION: THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER ,
WATER MAINS AND APPURTENANCE IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET, STATEN ISLAND

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	3/5/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
2	3/12 /2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
3	6/9/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
4	7/ --	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SER20079

THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, WATER MAINS AND
APPURTENANCE IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET
Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: July 17, 2020

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to VOLUME 2 OF 3, Construction Worker Prevailing Wage Schedule Effective Period July 1, 2019 Through June 30, 2020, and Construction Apprentice Prevailing Wage Schedule Effective Period July 1, 2019 Through June 30, 2020;
Delete Construction Worker Prevailing Wage Schedule Effective Period July 1, 2019 Through June 30, 2020, and Construction Apprentice Prevailing Wage Schedule Effective Period July 1, 2019 Through June 30, 2020, in their entirety;
Substitute with the attached Construction Worker Prevailing Wage Schedule Effective Period July 1, 2020 Through June 30, 2021, and Construction Apprentice Prevailing Wage Schedule Effective Period July 1, 2020 Through June 30, 2021.
[Number of pages attached: 124]
2. For additional information see the attached page of "Questions Submitted by Bidders and DDC's Responses".
[Number of pages attached: 1]

END OF ADDENDUM NO. 4

By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

Micatas Corp.
Name of Bidder

By: _____


Richard Jones, PE CWI
for
Klara Sigal, P.E.
Executive Director

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question 1:

Specification Bulletin SB 19-001 states that all water main trenches in Staten Island are to be backfilled to the underside of the asphalt with Select Granular Fill. NYC DEP Specification Section 40.06 requires water main trenches to be backfilled using select granular fill to twelve (12) inches above the top of the barrel of the water main pipe. Is the cost of the select granular fill required by Specification Bulletin SB 19-001 paid directly under Item 73.41 "Additional Select Granular Backfill" or is the cost of this extra select granular fill to be included in the unit prices bid for other items?

DDC's Response:

Price of Select Granular Fill will be deemed included in the all prices bid for all contract items of work.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID OPENING DATE: POSTPONED TO 12/15/2020

PROJECT NO.: SER20079

DESCRIPTION: THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER ,
WATER MAINS AND APPURTENANCE IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET, STATEN ISLAND

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	3/5/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
2	3/12 /2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
3	6/9/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
4	7/15/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
5	11/24/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SER20079

THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, WATER MAINS AND
APPURTENANCE IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET
Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 5

DATED: November 24, 2020

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. **Refer** to Bid Documents, VOLUME 1 of 3; The "NOTICE TO BIDDERS - NEW BID SUBMISSION PROCEDURES DUE TO COVID-19" following the cover page, previously issued via Addendum 3 dated 6/9/2020;
Delete the "NOTICE TO BIDDERS - NEW BID SUBMISSION PROCEDURES DUE TO COVID-19" in its entirety;
Insert the new "NOTICE TO BIDDERS - NEW BID SUBMISSION PROCEDURES DUE TO COVID-19" after the cover page.
[Number of attachments 1]
2. **Refer** to Bid Documents, VOLUME 2 OF 3, Standard Construction Contract Rider following Page 10 of the SAFETY REQUIREMENT OF CONSTRUCTION CONTRACTS;
Delete Rider its entirety;
Substitute with attached Updated Rider.
[Number of attachments 2]
3. **Refer** to Bid Documents, VOLUME 3 of 3, EP7 Pages;
Delete EP7 Pages in their entirety;
Substitute with attached updated EP7 Pages.
[Number of attachments 47]
4. For additional information see the attached page of "Questions Submitted by Bidders and DDC's Responses".
[Number of attachments 1]

END OF ADDENDUM NO. 5

By signing in the space provided below, the bidder acknowledges receipt of this
Addendum along with all the attachments as mentioned above.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID

Mucatao Corp.
Name of Bidder


Richard Jones
for
Klara Sigal, P.E.
Executive Director



3/20

By: 

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question 1:

Reference Specification Volume 3 of 3, Utility Interferences Section (UI-Pages): there are bid items listed with quantities for ConEd, Charter and Verizon utility interference work that are not represented in the bid item schedule. Is there a cost associated with these items? If so, where should this cost be included?

DDC's Response:

These Section UI Items are for Information only. The Utilities (Coned, Verizon and Charter) will Negotiate directly with the Contractor.

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE

ADDENDA CONTROL SHEET

BID SUBMISSION DATE / TIME: 3/3/2021, 8:30 AM to 11:00AM

BID OPENING DATE / TIME: 3/3/2021, 11:30 AM

PROJECT NO.: SER20079

DESCRIPTION: THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER ,
WATER MAINS AND APPURTENANCE IN WILLOW AVENUE
BETWEEN TOMPKINS AVENUE AND BAY STREET, STATEN ISLAND

Addendum		Addendum Contains:					General Counsel Approval
No.	Date	Revised Bid Date/Time	Revised Bid Schedule	Questions & Responses	Additional Amendments	Drawings (number)	
1	3/5/2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
2	3/12 /2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
3	6/9/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
4	7/15/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
5	11/24/2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> (0)	
6	2/12/2021	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (2)	JP 2/12/21
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> (0)	

The Table above is a guide. Refer to the referenced Addendum for specific information.

ATTACH TO CONTRACT DOCUMENTS
THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: SER20079

THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER , WATER MAINS AND
APPURTENANCE IN WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET
Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK

ADDENDUM NO. 6

DATED: February 12, 2021

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to Addendum No. 3, dated: 06/9/2020; BID INFORMATION (ATTACHMENT 1),
PAGE A-5 R;
Delete Page A-5 R in its entirety;
Substitute with the attached Page A-5 R1.
[Number of attachments 1]
2. Refer to Addendum No. 1 dated 03/5/2020, BID SCHEDULE, pages B-3 through B-24 ;
Delete pages B-3 through B-24 in their entirety;
Substitute with attached revised BID SCHEDULE, pages B-3 [REVISION# 2] through B-24
[REVISION# 2].
[Number of attachments 22]
Changes made: Quantities for item number 60.21SP3T12, 65.51PC, 65.61SS, 6.49, 76.21MR, and
76.31CM were revised.
3. Refer to Bid Documents, VOLUME 3 of 3, S Pages;
Delete Pages S- in their entirety;
Substitute with attached updated S Pages.
[Number of attachments 25]
4. Refer to Bid Documents, VOLUME 3 of 3, Traffic Stipulations;
Add the attached Amendment to the Traffic Stipulations
[Number of attachments 1]
5. Refer to the Contract Drawing, sheet No. 3 of 14 and sheet No. 8 of 14.
Delete sheet No. 3 of 14 and sheet 8 of 14 in their entirety;
Substitute with attached revised sheet 3R of 14 and sheet 8R OF 14..
[Number of attachments 2 Drawings]
6. Refer to the Contract Drawing, "MAINTENANCE AND PROTECTION OF TRAFFIC GENERAL
NOTES" sheet number 9 of 14 / MPT-2; notes under the subtitle: installation of WATER MAINS
LESS THAN 20" IN DIAMETER"
Delete note number 6 in its entirety;
Substitute the note number 6 with "NO TEXT".

7. For additional information see the attached page of "Questions Submitted by Bidders and DDC's Responses".

[Number of attachments 1]

END OF ADDENDUM NO. 6

By signing in the space provided below, the bidder acknowledges receipt of this Addendum along with all the attachments as mentioned above.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BID



Klara Sigal, P.E.
Executive Director

Muicatao Corp.
Name of Bidder

By: 

QUESTIONS SUBMITTED BY BIDDERS AND DDC'S RESPONSES

Question 1:

Please see Sheet 9 of 14, MPT 2, Under "Installation of Water Mains Less Than 20" in Diameter" – Note 6 states "no separate payment" for crossing guards during water main. Please confirm this note is accurate. If it is, how can the contractor estimate the quantity of crossing guards required if the work is performed at the engineer's direction? If it is not correct, please realize DDC is copying this note over and over again into numerous projects. Please correct the note template that this is being copied from.

DDC's Response:

Refer to Article 6 of this Addendum, Page A6-1.

Question 2:

Please see Sheet 9 of 14, MPT 3, Under "Notes" states that no direct payments for MPT devices. Please fix this or explain what the MPT items for if no payment will be made. Same comment as above – these notes are being copied job to job and are outdated. Consequently, contractors are not being paid as these notes are strictly interpreted by project staff.

DDC's Response:

The referenced line ("*- NO DIRECT PAYMENTS FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES") refers to traffic control devices marked with "*" in the TEMPORARY STORAGE AREA detail above the note. These devices will not be paid separately.



**Department of
Design and
Construction**

**DIVISION OF INFRASTRUCTURE
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: SER20079

**THE CONSTRUCTION OF SANITARY & STORM SEWER, WATER MAINS AND
APPURTENANCE IN:
WILLOW AVENUE BETWEEN TOMPKINS AVENUE AND BAY STREET**

**Together With All Work Incidental Thereto
BOROUGH OF STATEN ISLAND
CITY OF NEW YORK**

Contractor

Dated _____, 20____
