



**Department of
Design and
Construction**

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

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

LAW

VOLUME 1 OF 3

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: TF18-2012N

**CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD**

**A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY
UNION TURNPIKE, 126TH STREET, 82ND AVENUE AND 132ND STREET**

**INCLUDING SITE WORK, STORMWATER MANAGEMENT AND
CONNECTION TO THE COMBINED SEWER, LANDSCAPE PLANTINGS,
VEHICULAR PARKING AREAS, SITE LIGHTING, RETAINING WALLS,
STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION
FOR WATER, AND ELECTRIC**

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
WXY ARCHITECTURE + URBAN DESIGN

MAY 4, 2016



11 6-135

Bid Tab

Description	CONSTRUCTION OF THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD-BOROUGH OF QUEENS		
Bid Date	7/7/2016	FMS ID	TF18-2012N
Estimated Cost	\$9,152,289.00	Client Agency	DOT
Bid Security	Not less than 2% of Total Bid Price	PLA	NO
Time Allowed	365CCD	Contract Manager	Travis Letbetter
Addendum	5	Project Manager	Pertsov, Gregory
PIN	8502016TR0002C	E-PIN	85016B0143
Selective Bidding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Consultant	WXY Architecture + Urban Design

Bid Rank	Vendor	Bid Amount	Security Type
1	TULLY CONSTRUCTION CO. INC.	\$8,556,442.49	Bond
2	NY ASPHALT INC	\$8,782,279.57	Bond
3	GRACE INDUSTRIES LLC	\$8,868,938.00	Bond
4	BOVE INDUSTRIES, INC.	\$9,946,000.00	Bond
5	JR CRUZ CORP	\$9,974,445.00	Bond
6	PCI INDUSTRIES CORP	\$9,974,976.00	Bond
7	PERFETTO CONTRACTING CO. INC.	\$10,300,000.00	Bond
8	J. ANTHONY ENTERPRISES, INC.	\$10,444,909.22	Bond
9	GAZEBO CONTRACTING INC	\$10,575,000.00	Bond

Bid Rank	Vendor	Bid Amount	Security Type
10	TJM CONSTRUCTION CORP. / LONG ISLAND CONCRETE, INC. - A JOINT VENTURE	\$11,268,118.25	Bond
11	LAWS CONSTRUCTION CORP.	\$12,214,599.50	Bond
12	ASHNU INTERNATIONAL, INC	\$14,400,000.00	Bond
13	UTB-UNITED TECHNOLOGY INC.	\$15,387,450.00	Bond

Recorder: Shermaine Manifold Ext. 1055

Approver: *Loraine Holley*



**Department of
Design and
Construction**

DR. FENIOSKY A. PEÑA-MORA
Commissioner

CHARLETTE HAMAMGIAN
Agency Chief
Contracting Officer

August 18, 2016

CERTIFIED MAIL - RETURN RECEIPT REQUEST
TULLY CONSTRUCTION CO. INC.
127-50 NORTHERN BLVD.
FLUSHING, NY 11368

RE: FMS ID: TF18-2012
E-PIN: 85016B0143001
DDC PIN: 8502016TR0002C
CONSTRUCTION OF THE QUEENS
BOROUGH HALL MUNICIPAL PARKING
FIELD-BOROUGH OF QUEENS
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$8,556,442.49 submitted at the bid opening on July 07, 2016. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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



**Department of
Design and
Construction**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Shipman', written over a horizontal line.

Michael Shipman
Director of Contracts

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: TF18-2012N

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A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE LIGHTING,
RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION FOR
WATER, AND ELECTRIC

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

Name of Bidder: Tully Construction Co., Inc.

Date of Bid Opening: July 7, 2016

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

Place of Business of Bidder: 12750 Northern Blvd, Flushing, NY 11368

Bidder's Telephone Number: 718 446-7000 Fax Number: 718 446-6072

Bidder's E-Mail Address: _____

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: Peter K. Tully
37A Frost Creek Drive, LaHingtown, NY 11560

Name and Home Address of Secretary: Kenneth W. Tully
7536 West Shore Road, Port Washington, NY 11050

Name and Home Address of Treasurer: James M. Tully
28 Shady Lane, Laurel Hollow, NY 11791

BID FORM

PROJECT ID. TF18-2012N

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.

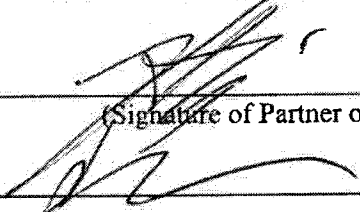
TOTAL BID PRICE:
(a/k/a BID PROPOSAL)

\$ 8,556,442.49

BM

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: Tully Construction Co., Inc.

By:  _____
(Signature of Partner or corporate officer) Peter K. Tully - President

Attest: _____
(Corporate Seal) Kenneth W. Tully - Secretary
Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

(Signature of the person who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

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

(Signature of Partner who signed the Bid)

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

Notary Public

AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK, COUNTY OF Queens ss: _____ being duly sworn says:
I am the Peter K Tully President of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 37A Forest Creek Drive, Littleton, NY 11560.
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
29 day of June, 2016

Despina Philips
Notary Public

DESPINA PHILIPS
Notary Public, State of New York
No. 01PH5003152
Qualified in Queens County
Commission Expires Oct. 19, 2018

AFFIRMATION

PROJECT ID. TF18-2012N

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: Tully Construction Co., Inc.
Address: 127-50 Northern Blvd
City Flushing State NY Zip Code 11368

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
11-2493726

By: _____
Signature Peter K. Tully

Title: 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.

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.

Tully Construction Co., Inc.

Name of Contractor: _____

Name of Project: Reconstruction of Water Street + Fulton Street

Location of Project: Brooklyn, NY

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

Name: Mr. Eric Macfarland

Title: _____ Phone Number: 718 391-1903

Brief description of the Project completed or the Project in progress: Trunk Mains + Butterflies Valve + Distribution Mains

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 20,469,326.00

Start Date and Completion Date: 4/2008 - 8/2012

Tully Construction Co., Inc.

Name of Contractor: _____

Name of Project: Reconstruction of Houston Street

Location of Project: Manhattan, NY

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

Name: Mr. Eric Macfarland

Title: _____ Phone Number: 718 391-1903

Brief description of the Project completed or the Project in progress: Trunk Mains, Distribution Mains, Butterflies Main

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

Amount of Contract, Subcontract or Sub-subcontract: \$ 29,379,634.00

Start Date and Completion Date: 5/2005 - 8/2008

Completed Contracts for NYC/DDC

04/2008 – 8/2012

Reconstruction of Water Street and Fulton, Brooklyn, NY
Contract No. SEK002355
Agency: NYC Department of Design & Construction
Install 2,500 lf of New 36" Trunk Mains and 36" Butterflies valve
and 3,500 Linear Ft. of Distribution Mains
Contract Amount \$20,469,326.00
Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

5/2005 – 08/2008

Reconstruction of Houston Street, Manhattan, NY
Contract No. HWM738
Agency: NYC Department of Design & Construction
Install New 36 & 48" Butterflies 25", 30" and 36" Trunk Mains,
5,300 Linear Feet of Truck mains and 13,600 Linear Ft. of
Distribution Mains
Contract Amount \$29,379,634.00
Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

08/2005 – 12/2007

Reconstruction of 10th Avenue, Manhattan, NY
Contract No. HWM1157
Agency: NYC Department of Design & Construction
Remove and Install New 24 & 36" diameter pipe, 1620 Linear Ft.
of truck main, 10,700 linear Ft. of Distribution mains, distribution
gate valves and appurtenances
Contract Amount \$11,300,000.00
Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

05/2003 – 08/2005

Reconstruction of Columbus Circle, Manhattan, NY
Contract No. HWM508CW
Agency: NYC Department of Design & Construction
Remove and Install New 1,200 Linear Ft. of Distribution mains
Contract Amount \$20,819,367.61
Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

4/2000 – 10/2003.

**Union Square Park Expansion,
Manhattan, NY**

Contract No. M98-198

Agency: NYC Department of Park and Recreation

Remove and Replace new 36" Truck main and Various
Distribution Mains, 3,100 Linear Ft.

Contract Amount: \$4,937,249.00

Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

03/2000 – 04/2002

Sacket Street, Brooklyn, NY

Contract No. BED784

Agency: NYC Department of Design & Construction

Install new Water Main Connections to Shaft 22B and 48", 60"
and 72" Trunk Water Main, Install New 12" Steel Truck Mains

Contract Amount: \$12,232,157.00

Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

03/2000 – 08/2002

Kent Avenue, Brooklyn, NY

Contract No. BED766

Agency: NYC Department of Design & Construction

Install new Water main Connections to Shaft 22B and 48", 60" and
72" Trunk Water Main, Install New 12" Steel Truck Mains

Contract Amount: \$5,716,219.00

Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

05/2000 – 04/2002

Stuyvesant Cove, Manhattan, NY

Contract No. 169001

Agency: New York City Economic Development Corporation

Roadway and Establishment of New Park 18th Street to 25th Street
under F. D. R. Drive.

Removal and Install New 12" and 20" Mains, 3,200 Linear Ft.

Contract Amount: \$5,770,794.00

Mr. Eric Macfarland - NYC/DDC
(718) 391-1903

01/1997 -3/2002

**Reconstruction of Westside Highway -- Segment II
Manhattan, NY**

Contract No. D257144

Agency: New York State Department of Transportation

Remove and replace new 12" & 20" Distribution Mains

Install new 48" truck mains

Contract Amount: \$89,848,745.59

Mr. Eric Macfarland - NYC/DDC

(718) 391-1903

12/1999 - 1/2000

Reconstruction of Baxter Avenue-Brooklyn, NY

Contract No. HWQ232G

Agency: NYC Department of Design & Construction

Remove and Replace New 8", 12" and 20" Distribution Mains, and

Remove and Replace 6,000 linear feet of truck main 36"

Contract Amt.: \$10,618,393.00

Mr. Eric Macfarland - NYC/DDC

(718) 391-1903

12/1999 -7/1998

Reconstruction of McGuiness Blvd.-Brooklyn, NY

Contract No. HWK666W

Agency: NYC Department of Design & Construction

Install new 60" Truck main, 48" Valve Chambers

And Install new 20" regulators

Contract Amt.: \$42,227,000.00

Mr. Eric Macfarland - NYC/DDC

(718) 391-1903

TULLY CONSTRUCTION CO. INC. COMPLETED WORK

START DATE	COMPLETE DATE	Description	SUB OR PRIME	CONTRACT AMOUNT	OWNER'S PROJECT NUMBER	LOCATION OF ACTUAL WORK PERFORMED TOWN, STATE	PROJECT CONTACT INFORMATION FULL NAME, ADDRESS AND PHONE @ OF OWNER	OWNER'S EMAIL ADDRESS
1-Apr	Apr-16	LaGuardia Airport - Abatement and Demolition of Hangers 2 & 4 Queens, NY	P	10,659,000.00	LGA-124.208	Queens, NY	PANYU Emmanuel Cimmiello (718) 244-3533 Cell# (917) 567-6772	ecimmiello@panynj.gov
2004	Dec-15	9A West Street Promenade, Liberty Street Pedestrian Bridge.	P	273 Million	D26098	Manhattan, NY	NYS/DOT 50 Wolf Avenue Albany, NY Mr. Bruce Ogurek (718) 482-4825	bogurek@dot.state.ny.us
6-Jul	2015	9.7 Miles of Asphalt Concrete Milling and Paving Northern State Parkway	P	16,656,498.90	D262660	Town of North Hempstead and Hempstead, NY	NYS/DOT 50 Wolf Avenue Albany, NY Mr. Bruce Ogurek (718) 482-4825	bogurek@dot.state.ny.us
2013	Apr-15	Mill and Inlay of 4.3 Miles of I-495, with pavement markings	P	9,553,584.80	D262440	Town of Hempstead, Nassau County, NY	NYS/DOT 50 Wolf Avenue Albany, NY Mr. Bruce Ogurek (718) 482-4825	bogurek@dot.state.ny.us
2013	Mar-15	Safety Improvements on the Van Wyck Expressway. I-678 Southbound Ramp to the Eastbound Nassau Expressway	P	3,412,130.00	D262348	Queens, NY	NYS/DOT 50 Wolf Avenue Albany, NY Mr. Bruce Ogurek (718) 482-4825	bogurek@dot.state.ny.us
2013	2015	Reconstruction of Retaining Wall West of Cannon Place, Bronx, NY	P	3,861,408.34	RXW021	Bronx, NY	NYC/DBDC 3030 Thomson Ave LIC, NY 11101 Mr. Eric Macfarland (718) 391-1903	macfarla@dddc.nyc.gov

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2011	2015	Replacement of Queens Approach at the Bronx Whitestone Bridge	P	108,792,000.00	BW-89C	Queens, NY	MTA - TBTA 2 Broadway New York, NY Mr. Chris Saladino (917) 836-2265	csaladin@mtaibt.org
2012	Dec-15	Improvements & Resurfacing, NYC Line to Glen Cove Road, Routes 900P and 25 Intersection	P	21,149,878.00	D261906	Queens, Nassau Town of Hempstead and North Hempstead	NYS/DOT 50 Wolf Avenue Albany, NY Mr. Bruce Ogurd (718) 482-4825	bogurd@dot.state.ny.us
2012	Present 37 Months 90% Complete	Replacement of the Existing Water Siphons Between Brooklyn and S.I.	P	200,256,250.00	22560002	Brooklyn & Staten Island, NY	NYCEDC 110 Williams Street NY, NY 10038 Mr. Jawad Assaf (212) 312-3715	Jassaf@nycedc.com
Apr-10	Jan-13	Paerdegat Basin/Natural Area Park	P	14,637,485.00	CSO-6	Brooklyn, NY	NYC/DEP 59-11 Junction Blvd Corona, NY 11368 Mr. Michael Borsy/kowsky (718) 595-5921	MichaelBo@dep.nyc.gov
Apr-10	Oct-13	Replacement of Shore-Belt parkway 3 Bridges-Over Paerdegat/Rockaway and Fresh Creek	P	365,404,606.00	84107BKBR186	Brooklyn, NY	NYC/DOT 55 Water Street New York, NY 10013 Mr. David Dunn (212) 839-4631	ddunn@dot.nyc.gov
Apr-09	Oct-11	Reconstruction of Peter Minuit Plaza Design & construct security rated (K-12) bollards along the perimeter of Whitehall Ferry Terminal. Replace sewer along Whitehall St. (South & State St)	P	19,220,500.00	A-36066	New York, NY	NYC Transit 2 B'way NY, NY 10004 Mehyl Coliman	Misolliman@mtaacc.info

TULLY CONSTRUCTION CO. INC. COMPLETED WORK

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May-08	Dec-13 Subs 20%	Construction of 2nd Ave. Subway Rt. 132A, 96St. Station	P	280,685,250.00	C-26005	New York, NY	NYC Transit 2 B th way NY, NY 10004 Bill Goodrich (917) 709-0792	Bill.Goodrich@nyct.com

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2004	Dec-15	9A West Street Promenade, Liberty Street Pedestrian Bridge.	P	273 Million	D26098	Manhattan, NY	NYS/DO 50 Wolf Avenue Albany, NY Mr. Bruce Ogurek (718) 482-4825	bogurek@dot.state.ny.us
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2013	Mar-15	Safety Improvements on the Van Wyck Expressway. I-678 Southbound Ramp to the Eastbound Nassau Expressway	P	3,412,130.00	D262348	Queens, NY	NYS/DO 50 Wolf Avenue Albany, NY Mr. Bruce Ogurek (718) 482-4825	bogurek@dot.state.ny.us
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2012	Present 37 Months 90% Complete	Replacement of the Existing Water Siphons Between Brooklyn and S.I.	P	200,256,250.00	Z2560002	Brooklyn & Staten Island, NY	NYCEDC 110 Williams Street NY, NY 10038 Mr. Jawad Assaf (212) 312-3715	jassaf@nycedc.com
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Apr-09	Oct-11	Reconstruction of Peter Minuit Plaza Design & construct security rated (K-12) bollards along the perimeter of Whitehall Ferry Terminal. Replace sewer along Whitehall St. (South & State St)	P	19,230,500.00	A-36066	New York, NY	NYC Transit 2 B'way NY, NY 10004 Mohyl Colman	Msoliman@matacc.info

TULLY CONSTRUCTION CO. INC. COMPLETED WORK

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TULLY CONSTRUCTION CO., INC
127-50 NORTHERN BOULEVARD
FLUSHING, NY 11368

WORK ON HAND

1	<p>Job: TCC Job No. 10-433 Contract No. 22560002 Replacement of the Existing Water Siphons Between Brooklyn and Staten Island Tully/OHL JV</p> <p>Location: Brooklyn and Staten Island, NY</p> <p>Owner: NYC/EDC</p>	<p>\$200,256,250.00 90% Completed Completion Subs 20%</p>
2	<p>Job: TCC Job No. 12-462 Contract No. C-26010 New 2nd Ave. & 96th Street Station entrances, Ancillaries finishes & MEP Systems EE Cruz/Tully</p> <p>Location: Manhattan, NY</p> <p>Owner: NYCT</p>	<p>\$324,600,000.00 80% Completed Completion 3/2016 Subs 40%</p>
3	<p>Job: TCC Job No. 12-464 Contract No. BP# 96C NYC/DDC New Police Academy Phase 2 Turner/STV-CM's</p> <p>Location: College Point, Queens, NY</p> <p>Owner: NYC/DDC</p>	<p>\$20,255,000.00 95% Completed Completion 15 Months Subs 20%</p>
4	<p>Job: TCC Job No. 13-479 Contract No. HWMP2012 Reconstruction of Time Square & Duffy Square Broadway from West 42nd St. to West 47th St.</p> <p>Location: Manhattan, NY</p> <p>Owner: NYC/DDC</p>	<p>\$46,390,415.78 75% Completed Completion 1095 ccd's Subs 20%</p>
5	<p>Job: TCC Job No. 13-488 Contract No. 82711WD0041 Section 1/9 - Muldoon Ave. Corridor and Mound-Final Cover and closure Construction - Fresh Kills</p> <p>Location: Staten Island, NY</p> <p>Owner: NYC/DOS</p>	<p>\$55,650,645.00 99% Completed Completion 12/2015 Subs 20 %</p>

6	Job:	TCC Job No. 13-492 Contract No. PDWTC2013 World Trade Center Campus Security Plan Washington Street, Manhattan, NY	\$18,016,831.00 85% Completed Completion 545 ccd's Subs 35%
	Location:	Manhattan, NY	
	Owner:	NYC/DDC	
7	Job:	TCC Job No. 14-501 Contract No. HBCR01B Component Rehab-Ten Bridges Citywide(BX/NYC)	\$15,554,388.00 20% Completed Completion 1,095 ccd's Subs 10%
	Location:	Bronx, N.Y.	
	Owner:	NYC/DOT	
8	Job:	TCC Job No. 14-502 Contract No. HBCR01C Component Rehab-Nine Bridges Citywide(NYC/Queens/SI)	\$13,734,610.00 10% Completed Completion 1,095 ccd's Subs 10%
	Location:	Queens, Staten Island, N.Y.	
	Owner:	NYC/DOT	
9	Job:	TCC Job No. 14-504 Contract No. D262391 Bridge Rehabilitation on the Major Deegan Expwy (I-87)	\$126,223,498.00 30% Completed Completion 9/30/2018 Subs 20%
	Location:	Bronx, N.Y.	
	Owner:	NYS/DOT	
10	Job:	TCC Job No. 14-509 Contract No. CS-JA-BWR Jamaica Bending Weir Installation	\$6,853,955.00 85% Completed Completion 896 ccd's Subs 20%
	Location:	Queens, N.Y.	
	Owner:	NYC/DEP	
11	Job:	TCC Job No. 14-516 Contract No. JFK-124.005 JFK-Pavement Rehab of Pan Am Road	\$4,462,470.00 95% Completed Completion 560 ccd's Subs
	Location:	Queens, N.Y.	
	Owner:	PANYNJ	

12	Job:	TCC Job No. 14-522 Contract No. D262685 Safety Improvements on Jackie Robinson Pkway. (5 Miles) from Jamaica Ave to NB Van Wyck Expressway Ramp (Exit 7)	\$16,834,669.50 95% Completed Completion Nov/2016 Subs
	Location:	Queens, N.Y.	
	Owner:	NYS/DOT	
13	Job:	TCC Job No. 14-523 Contract No. BB28S Sandy Restoration & Protects and Project BB-28, Phase II BB-54, Rehabilitation of the Tunnel & Brooklyn Battery Tunnel Mr. Brian Walsh (646) 252-7155	\$283,495,095.00 20% Completed Completion 4 years Subs 25%
	Location:	New York	
	Owner:	NYC/TBTA	
14	Job:	TCC Job No. 15-527 Contract No. HBQ1203 Pin# 8411QUBR805 Rehabilitation of Roosevelt Ave. Bridge over Van Wyck Expressway	\$60,455,224.00 10% Completed Completion 485 ccd's Subs
	Location:	Queens, NY	
	Owner:	NYC/DOT	
15	Job:	TCC Job No. 15-530 Contract No. LGA-124.166 Rehabilitation of Runway 13-31 and Associated Taxiway	\$28,747,550.00 75% Completed Completion 485 ccd's Subs
	Location:	Queens, NY	
	Owner:	PANYNJ	
16	Job:	TCC Job No. 15-532 Contract No. SAND349M Resurface w/2" Asphaltic concrete wearing course	\$10,652,139.00 5% Completed Completion Subs
	Location:	5 Boros, Citywide, NY	
	Owner:	NYC/DDC	

17	Job:	TCC Job No. 15-540 Contract No. D262964 Grand Central Parkway - Resurface at 907M 4.2 Miles	\$5,549,155.00 80% Completed	Completion Subs
	Location:	Queens, NY		
	Owner:	NYS/DOT		
18	Job:	TCC Job No. 15-542 Contract No. QED1005 Installation of Distribution - Water mains & appurtenances	\$30,735,299.60 0% Completed	Completion Subs
	Location:	LIC, Astoria and Queens, NY		
	Owner:	NYC/DDC		
19	Job:	TCC Job No. 15-544 Contract No. D262980 Pedestrian & Bicyclists Safety Improvement along the Ocean Parkway Corridor	\$8,456,553.00 5% Completed	Completion Subs
	Location:	Brooklyn, NY		
	Owner:	NYS/DOT		
20	Job:	TCC Job No. 15-548 Contract No. 39090 Grand Central Fire Standpipe Upgrade Tully/Richards Plumbing Joint Venture	\$47,793,000.00 5% Completed	Completion Subs
	Location:	Manhattan, NY		
	Owner:	Metro North Railroad		
21	Job:	TCC Job No. 16-555 Contract No. 16850008 Willets Point Demolition	\$1,400,000.00 25% Completed	Completion Subs
	Location:	Flushing, NY		
	Owner:	NYC/EDC / LiRo		
22	Job:	TCC Job No. 16-554 Contract No. LGA-124.240 LGA-Rehabilitation of Taxiway B from G-CY	\$2,733,000.00 0% Completed	Completion Subs
	Location:	Queens, NY		
	Owner:	PANYNJ		

23	Job:	TCC Job No. 16-556 Contract No. 82715WM00036 Section 1/9 Final Cover & Closure of Fresh Kills Landfill	\$246,617,936.00 0% Completed Completion 2161 ccd's
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Location: Staten Island, NY

Owner: DSNY

24	Job:	TCC Job No. 16-557 Contract No. HBM551 Reconstruction of Park Avenue Tunnel	\$24,071,794.60 0% Completed Completion 915 ccd's Subs 10%
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Location: Manhattan, NY

Owner: NYC/DOT

25	Job:	TCC Job No. 16-558 Contract No. SAND350FM Resurfacing with 2" Asphalt concrete wearing course	\$1,947,551.00 0% Completed Completion 180 ccd's Subs 12%
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Location: NYC Citywide

Owner: NYC/DDC

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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PROJECT ID: TF18-2012N
 CONTRACT PIN: 8502016TR0002C

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
001	4.02 AF-2RAP RECYCLED ASPHALT PAVEMENT (RAP) CONCRETE WEARING COURSE 2" THICK	10,810.00	S.Y.	14	00	151,340	00
002	4.02 CA-6RAP RECYCLED ASPHALT PAVEMENT (RAP) BINDER MIXTURE 6" THICK	10,810.00	S.Y.	18	00	194,580	00
003	4.06 CONCRETE IN STRUCTURES, CLASS A-40	280.00	C.Y.	500	00	140,000	00
004	4.08 AA CONCRETE CURB (18" DEEP)	3,000.00	L.F.	70	00	210,000	00
005	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	1,460.00	L.F.	75	00	109,500	00
006	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	88.00	L.F.	75	00	6,600	00

B - 4
 [REVISION # 2]

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
007	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	160.00	L.F.	100	00	16,000	00
008	4.11 AS EARTH EXCAVATION FOR STRUCTURES	100.00	C.Y.	82	00	8,200	00
009	4.11 CA FILL, PLACE MEASUREMENT	9,000.00	C.Y.	30	00	270,000	00
010	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	13,320.00	S.F.	15	00	199,800	00
011	4.13 AAS-GL20 4" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	4,000.00	S.F.	16	00	64,000	00
012	4.13 AAS-GL40 4" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	1,000.00	S.F.	22	00	22,000	00

6/30/2016 12:00 AM

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				DOLLARS	CTS		
013	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	1,000.00	S.F.	11	50	11,500	00
014	4.13 BAS-GL20 7" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	318.00	S.F.	17	00	5,406	00
015	4.13 BAS-GL40 7" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	437.00	S.F.	25	00	10,925	00
016	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	80.00	S.F.	20	00	1,600	00
017	4.14 STEEL REINFORCEMENT BARS	10,000.00	LBS.	0	60	6,000	00
018	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	2.00	EACH	210	00	420	00

6/30/2016 12:00 AM

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				DOLLARS	CTS	
019	4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER)	5.00	EACH	460	00	2,300 00
020	4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER)	10.00	EACH	990	00	9,900 00
021	4.16 AD TREES REMOVED (24" CALIPER AND OVER)	3.00	EACH	1,500	00	4,500 00
022	4.16 BA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	45.00	EACH	695	00	30,375 00
023	4.16 BA510 TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	33.00	EACH	860	00	28,380 00
024	4.16 STUMP STUMP REMOVAL	6.00	UNITS	300	00	1,800 00

B-7
[REVISION # 2]

6/30/2016 12:00 AM

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				DOLLARS	CTS	
025	4.17 AA SHRUBS PLANTED, 15" TO 18" HIGH, ALL TYPES	2,998.00	EACH	58	00	173,884.00
026	4.17 AB SHRUBS PLANTED, 30" TO 36" HIGH, ALL TYPES	15.00	EACH	105	00	1,575.00
027	4.17 AC SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	15.00	EACH	71	00	1,065.00
028	4.17 ACA SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	26.00	EACH	86	00	2,236.00
029	4.17 AD SHRUBS PLANTED, 36" TO 48" HIGH, ALL TYPES	15.00	EACH	128	00	1,920.00
030	4.17 AE SHRUBS PLANTED, 48" TO 60" HIGH, ALL TYPES	15.00	EACH	175	00	2,625.00

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
031	4.17 AF SHRUBS PLANTED, 60" TO 72" HIGH, ALL TYPES	43.00	EACH	275	00	11,825	00
032	4.17 C1G GRASSES PLANTED, 1 GALLON, ALL TYPES	15.00	EACH	30	00	450	00
033	4.17 C1Q GRASSES PLANTED, 1 QUART, ALL TYPES	15.00	EACH	16	00	240	00
034	4.17 CPL PLUGS, GRASSES	123,950.00	EACH	4	75	508,762	50
035	4.17 OG2G ORNAMENTAL GRASS PLANTED, 2 GALLON	15.00	EACH	45	00	675	00
036	4.17 P1QT PERENNIALS 1 QT	15.00	EACH	16	00	240	00

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
037	4.17 PG1G PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	15.00	EACH	24	00	360	00
038	4.17 PG2G PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	15.00	EACH	33	00	495	00
039	4.17 PGPL PLUGS, PERENNIALS AND GROUND COVERS, PLANTED, ALL TYPES	32,099.00	EACH	4	75	152,470	25
040	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL)	2.00	EACH	190	00	380	00
041	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	5.00	EACH	360	00	1,800	00
042	4.18 RP ROOT PRUNING	7.00	EACH	420	00	2,940	00

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
043	4.21 TREE CONSULTANT	50.00	P/HR	65	00	3,250	00
044	50.21S0C1048V STANDARD MANHOLE TYPE C-1 ON 48" HDPE SEWER	4.00	EACH	30,000	00	120,000	00
045	50.41M6S6 6&7 D.I.P. CLASS 56 STORM SEWER ON CRUSHED STONE BEDDING	125.00	L.F.	640	00	80,000	00
046	51.11D006 STANDARD 6'-0" DIAMETER PRECAST DROP-PIPE MANHOLE TYPE I	1.00	EACH	40,000	00	40,000	00
047	51.21C000000C CLEANOUT MANHOLE	1.00	EACH	25,000	00	25,000	00
048	51.41S002 STANDARD CATCH BASIN, TYPE 2	3.00	EACH	22,000	00	66,000	00

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
049	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	100.00	L.F.	45	00	4,500	00
050	55.11AB ABANDONING BASINS AND INLETS	1.00	EACH	5,000	00	5,000	00
051	6.02 AAN UNCLASSIFIED EXCAVATION	450.00	C.Y.	4	00	1,800	00
052	6.02 PA PNEUMATIC EXCAVATION AROUND TREES	50.00	C.Y.	260	00	13,000	00
053	6.18 SW STEEL WELDED WIRE FENCE, 4'-6" HIGH	885.00	L.F.	180	00	159,300	00
054	6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	2.00	EACH	2,100	00	4,200	00

B - 12
 [REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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				DOLLARS	CTS		
055	6.23 BCS FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	2,000.00	L.F.	64	00	128,000	00
056	6.23 BFC FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH	1,300	00	2,600	00
057	6.23 BGSE FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	100.00	L.F.	78	00	7,800	00
058	6.23 BHE FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	2.00	EACH	560	00	1,120	00
059	6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	2.00	SETS	5,681	87	11,363	74
060	6.25 RS TEMPORARY SIGNS	50.00	S.F.	20	00	1,000	00

B - 13
 [REVISION # 2]

6/30/2016 12:00 AM

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				DOLLARS	CTS		
061	6.26 TIMBER CURB	100.00	L.F.	15	00	1,500	00
062	6.27 DEMOLITION OF STRUCTURES	1.00	L.S.	39,000	00	39,000	00
063	6.28 AA LIGHTED TIMBER BARRICADES	10.00	L.F.	200	00	2,000	00
064	6.30 AA BEAM TYPE GUIDE RAIL	860.00	L.F.	60	00	51,600	00
065	6.30 UA ANCHOR UNIT FOR BEAM TYPE GUIDE RAIL	6.00	EACH	4,700	00	28,200	00
066	6.31 WS PRECAST CONCRETE WHEEL STOPS	30.00	EACH	370	00	11,100	00

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
067	6.34 WF RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH	2,000.00	L.F.	35	00	70,000	00
068	6.34 WS TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH	2,000.00	L.F.	20	00	40,000	00
069	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	10.00	C.Y.	500	00	5,000	00
070	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	16.00	MONTH	8,700	00	139,200	00
071	6.41 LINE AND GRADE SURVEYS	1.00	L.S.	600,000	00	600,000	00
072	6.43 PHOTOGRAPHS	100.00	SETS	22	00	2,200	00

6/30/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
073	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	6,400.00	L.F.	1	15	7,360	00
074	6.46 DENSE-GRADED STONE BASE	5,500.00	C.Y.	12	00	66,000	00
075	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	1,000.00	L.F.	1	00	1,000	00
076	6.50 CLEANING OF DRAINAGE STRUCTURES	13.00	EACH	500	00	6,500	00
077	6.52 CG CROSSING GUARD	200.00	P/HR	60	00	12,000	00
078	6.55 SAWCUTTING EXISTING PAVEMENT	2,220.00	L.F.	5	50	12,210	00

B - 16
 [REVISION # 2]

6/30/2016 12:00 AM

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				DOLLARS	CTS	
079	6.59 P TEMPORARY CONCRETE BARRIER	1,980.00	L.F.	12	00	23,760 00
080	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	500.00	C.Y.	30	00	15,000 00
081	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	20.00	S.F.	50	00	1,000 00
082	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	104.00	L.F.	50	00	5,200 00
083	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.	50	00	1,250 00
084	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	120.00	L.F.	17	50	2,100 00

B - 17
 [REVISION # 2]

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
085	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.	55	00	1,375	00
086	6.83 BA INSTALLING TRAFFIC SIGNS	50.00	S.F.	70	00	3,500	00
087	6.83 BB INSTALLING TRAFFIC SIGN POSTS	120.00	L.F.	30	00	3,600	00
088	6.86 AA FURNISHING NEW STREET NAME SIGNS	30.00	S.F.	60	00	1,800	00
089	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	140.00	L.F.	35	00	4,900	00
090	6.86 BA INSTALLING STREET NAME SIGNS	30.00	S.F.	60	00	1,800	00

6/30/2016 12:00 AM

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

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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
091	6.86 BB INSTALLING STREET NAME SIGN POSTS	140.00	L.F.	27	50	3,850 00
092	6.87 PLASTIC BARRELS	150.00	EACH	25	00	3,750 00
093	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.	2,800	00	2,800 00
094	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	175.00	C.Y.	120	00	21,000 00
095	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 10,000.00	10.00	MONTH	10,000	00	100,000 00
096	7.55 NEW PIPE RAILINGS	350.00	L.F.	110	00	38,500 00

B - 19
 [REVISION # 2]

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
097	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 310.00	1.00	L.S.	2,000	00	2,000	00
098	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 75.00	243.00	EACH	75	00	18,225	00
099	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	243.00	EACH	25	00	6,075	00
100	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 80.00	9.00	BLOCK	300	00	2,700	00
101	70.61RE ROCK EXCAVATION	50.00	C.Y.	50	00	2,500	00
102	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	5.00	C.Y.	90	00	450	00

B - 20
 REVISION # 21

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
103	9.00 C EXPLORATORY TEST PITS	250.00	C.F.	70	00	17,500	00
104	9.13 HD12 12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	1,250.00	L.F.	150	00	187,500	00
105	9.13 HD15 15" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	220.00	L.F.	155	00	34,100	00
106	9.13 HD48P 48" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE (Perforated)	600.00	L.F.	480	00	288,000	00
107	9.30 STORM WATER POLLUTION PREVENTION	1.00	L.S.	90,000	00	90,000	00
108	9.91 A PERMANENT STEEL SHEET PILING	27,500.00	S.F.	23	00	632,500	00

B - 21
 [REVISION # 2]

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
				DOLLARS	CTS	
109	9.91 SP PAINTING OF PERMANENT STEEL SHEET PILING	13,500.00	S.F.	18	00	243,000 00
110	E 260519 B LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 2 AWG WIRE)	100.00	L.F.	6	50	650 00
111	E 260519 BA LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 1/0 AWG WIRE)	100.00	L.F.	10	30	1,030 00
112	E 260519 C LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 4 AWG WIRE)	2,000.00	L.F.	5	30	10,600 00
113	E 260519 D LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	100.00	L.F.	5	00	500 00
114	E 260519 G LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 10 AWG WIRE)	100.00	L.F.	4	10	410 00

B - 22
[REVISION # 2]

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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	
115	E 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2.00	L.F.	300	00	600 00
116	E 260533 A0.75 METAL CONDUIT AND TUBING (3/4" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.	50	00	25000 00
117	E 260533 A1.0 METAL CONDUIT AND TUBING (1" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.	52	00	26,000 00
118	E 260533 AC METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	2,000.00	L.F.	70	00	140,000 00
119	E 260533 AD METAL CONDUIT AND TUBING (4" GALVANIZED RIGID STEEL CONDUIT)	150.00	L.F.	115	00	17,250 00
120	E 260533 B METAL WIREWAYS	100.00	L.F.	160	00	16,000 00

B - 23
 [REVISION # 2]

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
121	E 260533 D HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	30.00	EACH	3,300	00	99,000	00
122	E 262416 C PANELBOARDS, 800 A 42" MOUNTING SPACE WITH (1) 800A, 3P MCB AND (1) 225A, 3P CB	1.00	EACH	70,000	00	70,000	00
123	E 262416 D PANELBOARDS, 225A 42 POLE WITH (3) 20A, 1P CB, (4) 40A, 2P CB	1.00	EACH	30,000	00	30,000	00
124	E 262716 A ENCLOSURE	1.00	EACH	50,000	00	50,000	00
125	E 262726 A GFCI RECEPTACLE (DUPLEX)	2.00	EACH	630	00	1,260	00
126	E 262726 E UTILITY LIGHT FIXTURE	1.00	EACH	620	00	620	00

B - 24
 [REVISION # 2]

6/30/2016 12:00 AM

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

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
				DOLLARS	CTS	
127	GI-2.07 OPEN GRADED STONE BASE	1,850.00	C.Y.	42	00	77,700 00
128	GI-2.09 GEOTEXTILE FABRIC	150.00	S.Y.	18	00	2,700 00
129	GI-2.13A ENGINEERED SOIL AND SAND	6,350.00	C.Y.	85	00	539,750 00
130	GI-2.14 MULCH	50.00	S.Y.	11	50	575 00
131	GI-5.13A STORMWATER INLET	27.00	EACH	10,500	00	283,500 00
132	NYC-640.2500001 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES - 20 MILS	1,200.00	L.F.	5	00	6,000 00

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
133	NYC-640.2500002 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES SYMBOLS- 20 MILS	8.00	EACH	250	00	2,000	00
134	PK-124C-ADA CATCH BASIN WITH ADA INLET	1.00	EACH	7,000	00	7,000	00
135	PK-124C-Y1 CATCH BASIN WITH YARD INLET	14.00	EACH	5,000	00	70,000	00
136	PK-12D WATER TAP, 2" DIAMETER	1.00	EACH	25,000	00	25,000	00
137	PK-13D TYPE K COPPER TUBING, 1" DIAMETER	50.00	L.F.				
138	PK-13F TYPE K COPPER TUBING, 2" DIAMETER	2,550.00	L.F.	50	00	2,500	00
				40	00	102,000	00

B - 26
 [REVISION # 2]

6/30/2016 12:00 AM

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COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
139	PK-143A RPZ & WATER METER WITH REMOTE & STRUCTURE - 2" RPZ	1.00	EACH	80,000	00	80,000	00
140	PK-159B CURB & PROPERTY LINE VALVES - 2" DIA.	2.00	SETS	14,000	00	28,000	00
141	PK-17 CAST IRON VALVE BOX, 5-1/4" DIAMETER	2.00	EACH	1,600	00	3,200	00
142	PK-184-GH1 GROUND HYDRANT - 1" DIAMETER	7.00	EACH	3,000	00	21,000	00
143	PK-473 DECOMPACT EXISTING TREE	2.00	EACH	390	00	780	00
144	SL-20.02.18 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DRAWING J-3788A FOR INSTALLING TYPE 30' DAVIT LAMPOST	34.00	EACH	3,500	00	119,000	00

B - 27
 [REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
145	SL-21.03.24 FURNISH AND INSTALL 2S.8S.12S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG. J-5309.	20.00	EACH	4,200	00	84,000	00
146	SL-21.03.24A FURNISH AND INSTALL TYPE 14' (HIGH) STEEL DAVIT LAMPOST (SINGLE ARM) AS PER STANDARD DWG. J-5308.	6.00	EACH	2,900	00	17,400	00
147	SL-21.03.25 FURNISH AND INSTALL TYPE 2T 4T 6T, 8T OR 12T FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG. J-5309.	8.00	EACH	5,000	00	40,000	00
148	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	42.00	EACH	580	00	24,360	00
149	SL-24.02.09 FURNISH AND INSTALL TROUGH FOR THREE FLOODLIGHTS OR THREE PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5229	1.00	EACH	1,750	00	1,750	00
150	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	2,500.00	L.F.	5	60	14,000	00

B - 28
 [REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
151	SL-35.01.04 FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	2,350.00	L.F.	78	00	183,300	00
152	SL-37.05.04 FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	2.00	EACH	4,000	00	8,000	00
153	SL-38.01.01 FURNISH AND INSTALL SURFACE MOUNTED THREE (3) RELAY CONTROL CABINET AS PER DWGS H-5212A AND H-3370.	1.00	EACH	19,800	00	19,800	00
154	SL-38.04.01 FURNISH AND INSTALL CONCRETE PEDESTAL FOR THREE (3) RELAY CONTROL CABINET AS PER DWG H-5078A.	1.00	EACH	10,600	00	10,600	00

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
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SUB-TOTAL: \$ 8,231,442.49

155	6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.	325,000.00	325,000.00
-----	----------------------------------------------------------------------------------------------------------	------	------	------------	------------

TOTAL BID PRICE: \$ 8,556,442.49

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

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, Tully Construction Co., Inc.
127-50 Northern Boulevard
Flushing, NY 11368

hereinafter referred to as the "Principal", and Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

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

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

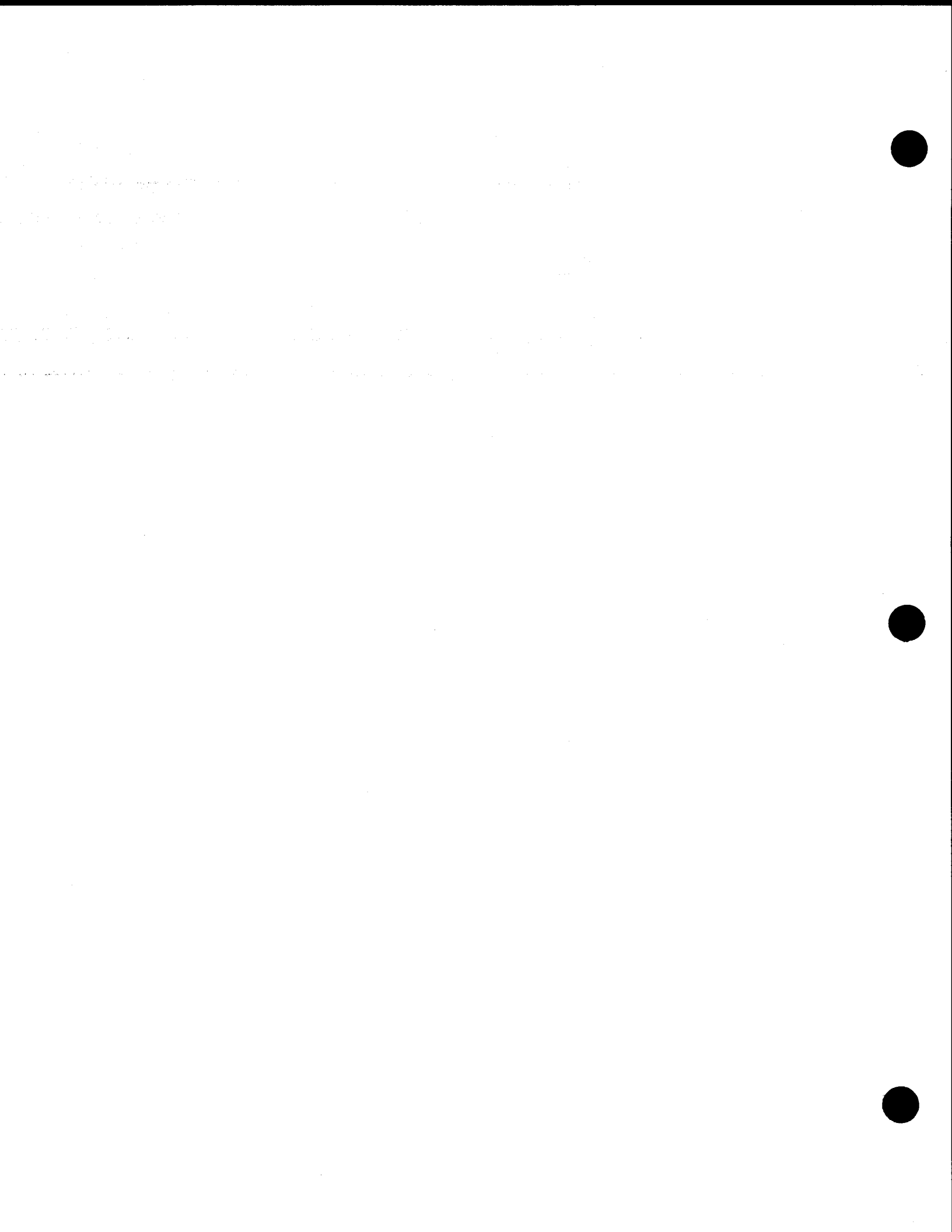
Whereas, the Principal is about to submit (or has submitted) to the City the accompanying
proposal, hereby made a part hereof, to enter into a contract in writing for Project ID: TF18-2012N Construction of
the Queens Borough Hall Municipal Parking Field. A New Development for the Entire Block Bounded by Union Turnpike, 126th Street,
82nd Avenue and 132nd Street Including Site Work, Stormwater Management and Connection to the Combined Sewer, Landscape Plantings,
Vehicular Parking Areas, Site Lighting, Retaining Walls, Stormwater, New Service Connections and Distribution for Water, and Electric
Together With All Work Incidental Thereto, Borough of Queens, City of New York.

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

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

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

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

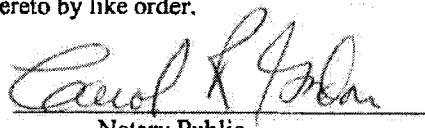


BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:
On this 30th day of June, 2016, before me personally came
Peter K. Tully to me known, who, being by me duly sworn, did depose and say
that he resides at Lattingtown, NY
that he is the President of Tully Construction Co., Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of
the directors of said corporation, and that he signed his name thereto by like order.

CAROL R. GORDON
Notary Public, State of New York
No. 01GO4680187
Qualified in Queens County
Commission Expires April 30, 2018


Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW JERSEY

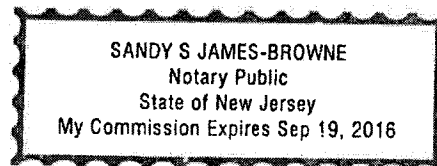
COUNTY OF MORRIS

On the 30th day of June, 2016 before me personally appeared Krystal L. Stravato to me known, who being by me duly sworn, did depose and say; that (s)he is the Attorney-In-Fact of Federal Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above county, the day and year written above.



Notary Public



FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

<u>ASSETS</u>	<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>
Cash and Short Term Investments..... \$ 687,917	Outstanding Losses and Loss Expenses..... \$ 12,174,848
United States Government, State and Municipal Bonds 9,544,097	Unearned Premiums..... 3,726,665
Other Bonds..... 4,491,238	Dividends Payable to Stockholder..... 1,400,000
Stocks 692,901	Ceded Reinsurance Premiums Payable..... 329,694
Other Invested Assets..... 2,187,839	Provision for Reinsurance 35,560
	Other Liabilities..... 1,295,093
TOTAL INVESTMENTS 17,603,992	TOTAL LIABILITIES 18,961,860
Investments in Affiliates:	
Chubb Investment Holdings, Inc. 3,679,770	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,930,246	Paid-In Surplus..... 3,106,809
Executive Risk Indemnity Inc..... 1,267,144	Unassigned Funds 10,150,916
Chubb Insurance Investment Holdings Ltd.... 1,020,650	
CC Canada Holdings Ltd..... 590,955	
Great Northern Insurance Company 469,230	SURPLUS TO POLICYHOLDERS..... 13,278,705
Chubb Insurance Company of Australia Ltd. 404,845	
Vigilant Insurance Company..... 306,232	
Chubb European Investment Holdings SLP .. 294,200	
Other Affiliates 566,480	
Premiums Receivable 1,659,749	
Other Assets 1,447,072	
TOTAL ADMITTED ASSETS \$ 32,240,565	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 32,240,565

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me
this March 11, 2016.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**


**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

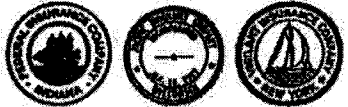
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ricardo Davila, Will Griffin and Michael Marino** of Miami, Florida; **Thomas MacDonald, Krystal L. Stravato and Kevin T. Walsh, Jr.** of Cedar Knolls, New Jersey; **Theresa J. Foley** of Roslyn Heights, New York

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **24th** day of **March, 2016**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY
County of Somerset

ss.

On this **24th** day of **March, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with **David B. Norris, Jr.**, and knows him to be Vice President of said Companies; and that the signature of **David B. Norris, Jr.**, subscribed to said Power of Attorney is in the genuine handwriting of **David B. Norris, Jr.**, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **June 30, 2016**.




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Tax ID #: 11-2493726

APT E- 85016B00143
PIN #: _____

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

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 85016B0143 FMS Project ID#: TF18-2012N
 Project Title/ Agency CONSTRUCTION OF THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD /
 PIN # 85016TR0002C
 Bid/Proposal Response Date June 30, 2016 - July 7, 2016
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101
 Contact Person Norma Negrón Title MWBE Liaison & Compliance Analyst
 Telephone # (718) 391-1502 Email negronn@ddc.nyc.gov

Project Description (attach additional pages if necessary)

CONSTRUCTION OF
 THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD
 A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH STREET,
 82ND AVENUE AND 132ND STREET
 INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE COMBINED
 SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE LIGHTING, RETAINING
 WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION FOR WATER, AND
 ELECTRIC
 Together With All Work Incidental Thereto
 BOROUGH OF QUEENS
 CITY OF NEW YORK

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified*</u>	<u>7 %</u>
or	
<u>Black American</u>	<u>UNSPECIFIED*</u>
<u>Hispanic American</u>	<u>UNSPECIFIED*</u>
<u>Asian American</u>	<u>UNSPECIFIED*</u>
<u>Women</u>	<u>UNSPECIFIED*</u>
Total Participation Goals	7 % Line 1

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

Tax ID #: 11-2493726

APT E-
PIN #: 85016B00143

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

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

Section I: Prime Contractor Contact Information			
Tax ID #	<u>11-2493726</u>	FMS Vendor ID #	<u>1000005690</u>
Business Name	<u>Tully Construction Co. Inc.</u>	Contact Person	<u>Tom Olesczuk</u>
Address	<u>127-50 Northern Blvd, Flushing, NY 11368</u>		
Telephone #	<u>(718) 446-7000 x299</u>	Email	<u>tolesczuk@tullyconstruction.com</u>

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

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

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS			
<input checked="" type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals.	Total Bid/Proposal Value	Adjusted Participation Goal (From Partial Waiver)	Calculated M/WBE Participation Amount
<p>Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture.</p> <p>Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.</p>	\$8,556,442.49	6	= \$513,386.55 Line 3

Tax ID #: 11-2493726

APT E-
PIN #: 85016800143

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

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

MBE WBE

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

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

Section IV: General Contract Information

What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status? % 6

Please note all subcontractor will follow the 300 cod's AS indicated.

✓ Scopes of Subcontract Work

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

- 1. Landscaping - M/WBE - 1,030,409.⁷⁵ ^{200,000.00} (P) 7/7/16
- 2.
- 3.
- 4. Pavement Marking - M/WBE - 6,490.⁰⁰ ²⁴
- 5.
- 6.
- 7. Fencing - M/WBE - 412,704.⁰⁰ ^{297,487.55} (P) 7/7/16
- 8.
- 9.
- 10. Rodent Control - M/WBE 7,209.⁰⁰
- 11.
- 12. Photographys - M/WBE - 2,200.⁰⁰
- 13.
- 14.
- 15.
- 16. ~~Trucking M/WBE~~
- 17. (P) 9/7/16

Tax ID #: 112493726

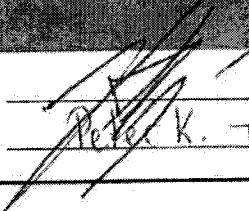
APT E-
PIN #: 85016800143

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature



Date

June 29, 2016

Print Name

Peter K. Tolly

Title

President

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

Contract Overview

Tax ID # 11-2493726 FMS Vendor ID # 1000005690
 Business Name Tully Construction Co. Inc.
 Contact Name Thomas Tully Telephone # (718) 446-7000 x204 Email dtphillips@tullyconstruction.com
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date June 30, 2016
 APT E-PIN # (for this procurement): 85016 PC0143 Contracting Agency: NYC/DDC

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

7 % Agency M/WBE Participation Goal

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

2 % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for services and/or credited to an M/WBE Prime Contractor or Qualified Joint Venture.

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

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

References

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

CONTRACT NO. <u>HWK1181</u>	AGENCY <u>NYC/DDC</u>	DATE COMPLETED <u>5/2013</u>
Total Contract Amount <u>\$6,336,583.00</u>	Total Amount Subcontracted <u>\$435,500.00</u>	
Item of Work Subcontracted and Value of subcontract <u>See Attached</u>	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
CONTRACT NO. <u>SEK002355</u>	AGENCY <u>NYC/DDC</u>	DATE COMPLETED <u>12/2011</u>
Total Contract Amount <u>\$20,466,925.00</u>	Total Amount Subcontracted <u>\$1,876,597.00</u>	
Item of Work Subcontracted and Value of subcontract <u>See Attached</u>	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract
CONTRACT NO. <u>HWM738</u>	AGENCY <u>NYC/DDC</u>	DATE COMPLETED <u>6/2009</u>
Total Contract Amount <u>\$29,374,634.00</u>	Total Amount Subcontracted <u>\$2,560,102.00</u>	
Item of Work Subcontracted and Value of subcontract <u>See Attached</u>	Item of Work Subcontracted and Value of subcontract	Item of Work Subcontracted and Value of subcontract

17
CITY OF NEW YORK

List 3 most recent contracts performed for other entities. Include information for each subcontract awarded in performance of such contracts. Add more pages if necessary.
 (Complete ONLY if vendor has performed fewer than 3 New York City contracts.)

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

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

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

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

Signature: D. Phillips Date: 6/8/16
 Print Name: Dae Phillips Title: Bid Administrator

Shaded area below is for agency completion only.

AGENCY CHIEF CONTRACTING OFFICER APPROVAL Date: 6/17/16
 Signature: _____
CITY CHIEF PROCUREMENT OFFICER APPROVAL Date: 6/21/16
 Signature: _____

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: 6 %

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Tully Construction Co., Inc.

Bidder Name: _____

Project ID Number: _____

TF18-2012N

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

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

YES NO

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

YES NO

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

YES NO

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

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Number:

TF 18-2012 N

- 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.

Please see enclosed GCA

Bidder: **Tully Construction Co., Inc.**

By: 
(Signature of Partner or Corporate Officer)

Title: President

Date: June 29, 2016



THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC.

Denise M. Richardson
Executive Director

January 26, 2016

Tully Construction Co. Inc.
Attn: Mr. Peter Tully
127-50 Northern Blvd.
Flushing, NY 11368-1520

Dear Mr. Tully:

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

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

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

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

Please contact me if you require additional information.

Sincerely,

Gerard A. Neumann
Director of Labor Relations

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: Tully Construction Co., Inc.

DDC Project Number: TF18-2012H

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

Company has previously worked for DDC YES NO

2. Type(s) of Construction Work

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Residential Building Construction	<input type="checkbox"/>	<input type="checkbox"/>
Nonresidential Building Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heavy Construction, except building	<input checked="" type="checkbox"/>	<input 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 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 type="checkbox"/>	<input 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 contractor may obtain its EMR by contacting its insurance broker or the NCCI. If the contractor cannot obtain its EMR, it must submit a written explanation as to why.

Project ID. TE18-2012H

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
<u>2016</u>	<u>.83</u>	<u>N/A</u>
<u>2015</u>	<u>.87</u>	<u>N/A</u>
<u>2014</u>	<u>1.01</u>	<u>N/A</u>

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

4. OSHA Information:

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

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

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2015</u>	<u>686,683.50</u>	<u>.87</u>
<u>2014</u>	<u>590,749.00</u>	<u>1.01</u>
<u>2013</u>	<u>571,109.00</u>	<u>1.75</u>

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

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

5. Safety Performance on Previous DDC Project(s)

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

YES NO Accident on previous DDC Project(s).
 DDC Project Number(s): _____

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

Date: 6/30/16

By: William Ryan
 (Signature of Owner, Partner, Corporate Officer)

Title: FEO Officer - V.P Risk Management



CONSTRUCTION RISK

PARTNERS

March 23, 2016

Tully Construction Co., Inc.
127-50 Northern Blvd.
Flushing, NY 11368

RE: **Workers Compensation Experience Modification Rate**

To Whom It May Concern:

Please see the following Experience Modification Rates as respects Tully Construction Co., Inc.

Effective Date	EMR
3/31/16	.83
3/31/15	.87
3/31/14	1.01

Should you have any questions please contact our office.

Thank you.

Very Truly Yours,

Robert Watson

Robert Watson
Account Manager

TULLY CONSTRUCTION CO., INC

GENERAL CONTRACTORS

PHONE 718 446-7000
 FAX 718 426-8737

127-50 NORTHERN BOULEVARD
 FLUSHING, NEW YORK 11368

December 10, 2014
 Ref: Tully OSHA Violations (Adverse Data)

Dear Ms.Espinal

In reference to your e-mail on 12/10/14; below is the current status for each OSHA violation.

8/28/08	<p>OSHA Inspection 310628953 Tully Construction, Hamden, Mass. NOT affiliated with our company.</p>
9/15/08	<p>OSHA Inspection 311759278 Tully Construction, Manchester Ct. NOT affiliated with our company.</p>
4/15/09	<p>OSHA Inspection 307613455 Tully Construction/AJ Pegno, a joint venture Inspector responded to our Whitestone Expressway project subject to a workers injury. He inspected and found no violations relative to the injury. He then observed a compressed air cylinder laying on it's side marked MT. He then wrote that single cylinder 6 times. RESULT: At an informal conference the six summonses were consolidated to two "other than serious" for \$ 1400.00 Date settled:12/3/09 Date Close & Paid: 4/15/10</p>
3/11/10	<p>OSHA Inspection 314169426 Tully Construction Company, Flushing NY We were digging for an electrical connection for a street lamp at Peter Minuit Park. A Con Ed inspector called OSHA and said our Mark-out was not complete. OSHA issued a summons for no mark out. Result: At an informal conference we submitted our mark-out ticket. The summons was reduced to Other than serious but remained at \$ 2500.00 Date Settled: 10/1/10 Date Paid: 10/1/10</p>

7/7/10	<p>OSHA Inspection 313205916 Tully Construction Company, Sturbridge Mass. NOT affiliated with our company.</p>
4/1/11	<p>OSHA Inspection 315463737 EE Cruz/ Tully, a joint venture We were digging to locate an underground utility. In the process an old gas line was damaged by an excavator. Keyspan came and repaired that gas line. OSHA issued one summons at the serious level for \$ 2550.00. Result: At an informal conference this ticket was reduced to "Other Than Serious". We paid a fine of \$ 2550.00 Date settled: Date Close & Paid: 5/8/11</p>
6/02/11	<p>OSHA Inspection 315610493 Tully Construction, Flushing NY We were doing gas utility work on Water Street in Brooklyn. We hit a live gas line. OSHA responded and gave a wall to wall inspection. Result: At an informal conference we accepted two "Other than serious" summonses. One for having a pump in use w/o a ground pin for \$ 2700.00 One for having used a spliced electrical cord for \$ 2700.00 Total \$ 5400.00 Date settled: 8/31/11 Date Paid: 9/6/11</p>
3/20/13	<p>OSHA Inspection 315463737 EE Cruz/ Tully, a joint venture We were working on the second ave. subway on a PM shift. A worker was to hookup a welding cart, below to a crane at street level. Upon completion the worker walked across mud in an exclusion zone. His feet got stuck in the mud and he was unable to free himself unassisted. FDNY responded to free the worker from the mud. We were issued four summonses for unstable soil. Result: At an informal conference one summons was eliminated. The three remaining serious summonses were downgraded to "Other than serious". We are waiting for the settlement amount to pay the fine. EE Cruz recently settled with OSHA. As of 9/10/13 EE Cruz is still waiting on the official settlement amount from OSHA.</p>

TULLY CONSTRUCTION CO., INC GENERAL CONTRACTORS

PHONE 718 446-7000
FAX 718 426-8737

127-50 NORTHERN BOULEVARD
FLUSHING, NEW YORK 11368

December 10, 2014
Ref: Tully OSHA Violations (Adverse Data)

Dear Ms. Espinal

In reference to your email dated 12/3/14 you stated we had 3 OSHA violations from 2011 and 3 from 2013. As you can see from the chart above we did not have any. You requested that we reference corrective actions for these summonses.

The summonses we accepted in 2011 are from an inspection dated 6/2/11. This event listed above is from when we hit a utility on Water Street in Brooklyn. We were issued two summonses from this single event.

The inspection was for our mark-out procedures. As no discrepancies were found in our Mark-out procedures we were issued two electrical summonses. One for an extension cord not having a ground pin and one for having a spliced electrical cord.

As a result of these summons we retrained all our supervisors on the "One Call" system. I am confident that this retraining will prevent this from reoccurring.

There was no further OSHA summons activity for Tully Construction Company.

Sincerely,



William Ryan
Vice President of Risk Management
Tully Construction Company

TULLY CONSTRUCTION CO., INC GENERAL CONTRACTORS

PHONE 718 446-7000
FAX 718 426-8737

127-50 NORTHERN BOULEVARD
FLUSHING, NEW YORK 11368

December 10, 2014
Ref: Tully EMR

Dear Ms.Espinal

Our current EMR is 1.01 as stated in our Insurance broker's letter. Our EMR began to climb in 2008 in response to a serious Motor Vehicle intrusion. This intrusion into our work zone resulted in our employee being very seriously injured.

In 2011 our EMR pierced the 1.2 ceiling established by NYSDOL. On 4/15/11 we engaged in the NYSDOL monitoring program called ICR Title 59. We made substantial changes in the organization.

We now have 9 full time safety engineers. Another significant addition was our training division. We run an off- site classroom at 126-16 34 avenue. We cycle our employees thru these training classes associated with our work. Most exceed the required levels. This allows us to have smarter employees that are able to make better decisions.

Once we were up and running our EMR began to drop. The next promulgated EMR is 3/31/15 we await that rating.

Sincerely,



William Ryan
Vice President of Risk Management
Tully Construction Company

TULLY CONSTRUCTION CO. INC.
GENERAL CONTRACTORS

PHONE 446-7000
AREA CODE 718

127-50 NORTHERN BOULEVARD
FLUSHING, NEW YORK 11368

February 20, 2013

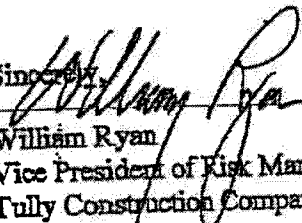
NYC Department of Design and Construction
30-30 Thompson Street
Long Island City, NY
Att. Ms Alla Ayzenshtat

Dear Ms. Ayzenshtat,

I am writing in response to the safety questionnaire completed for HWMP2012, Times Square Rehabilitation. We are in receipt of an email from you dated 2/19/13 in which you pose questions concerning EMR and OSHA stains.

1. EMR- Our current EMR is 1.01 as stated in our Insurance brokers letter. Our EMR began to climb in 2008 in response to a serious Motor Vehicle intrusion. This intrusion into our work zone resulted in our employee being very seriously injured. In 2011 our EMR pierced the 1.2 ceiling established by NYSDOL. On 4/15/11 we engaged in the NYSDOL monitoring program called ICR Title 59. A copy of that report is part of this package. We made substantial changes in the organization. We now have 9 full time safety engineers. Another significant addition was our training division. We run an off- site classroom at 126-16 34 ave. We cycle our employees thru these training classes associated with our work. Most exceed the required levels. This allows us to have smarter employees that are able to make better decisions. Once we were up and running our EMR began to drop. The next promulgated EMR is 3/31/13 we await that rating.
2. OSHA- Your email requests an explanation to our OSHA summons of 6/2/11. These two summonses were issued at the serious level at our Water St project in Brooklyn. One was for using an electric pump that had no ground pin. The second was for using an extension cord that had a splice in it. We requested and received an informal conference. At this conference we offered an explanation and a copy of our electrical policy for a defense. The OSHA supervisor changed both summonses to "other than Serious" and assessed a fine of \$5400. A copy of supporting documents is attached.

Sincerely,


William Ryan
Vice President of Risk Management
Tully Construction Company

U.S. DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

In the Matter of: Tully Construction Co., Inc.
OSHA No.(s): 315610493

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation(s) and penalties which were issued on 08/22/11, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below. The employer agrees to submit written proof of abatement within one week of the final abatement date.
2. The Employer agrees to pay the proposed penalties within 14 days of the signing of this agreement. If penalty is not received by that day, all penalties will revert to their original amounts.
3. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s). This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
4. The Employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.
5. By entering into this agreement, the Employer does not admit that it violated the cited standards for any litigation or purpose other than a subsequent proceeding under the Occupational Safety and Health Act.
6. The Employer and OSRA agree that the following citations and penalties, are being amended as shown below:
Clt 1, Item 1a - \$2,700.00 (Changed to "Other Than Serious")
Clt 1, Item 1b - deleted
Clt 1, Item 2 - \$2,700.00 (Changed to "Other Than Serious")

Total Penalty \$5,400.00

7. The Employer, by signing this informal settlement agreement, hereby waives its rights to contest the above citation(s) and penalties, as amended in paragraph 6 of this agreement.
8. The employer agrees to submit to the Manhattan Area Office no later than the last abatement date, a letter detailing specifically how the hazard was abated and the date the hazard was abated.

Robert Stewart

8/31/11

For Occupational Safety
And Health Administration
Key Geo
(signature and date)

William Ron

For The Employer
(signature and date)

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended by this Settlement Agreement must be mailed to the U.S. Department of Labor Area Office at Manhattan Area Office, 201 Varick Street, Room 908, New York, NY 10014, within 15 working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates set for violations, which were not amended, provided that the objection is mailed to the office shown above within the 15-working-day period established by the original citation.

TULLY CONSTRUCTION CO INC

63378

DOL-OSEA

8-31-11	110831-09	08-420-OTHER	5400.00	.00	5400.00
CHECK DATE	8-31-11	CHECK NUMBER	113098	TOTAL >	5400.00
				.00	5400.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

TULLY CONSTRUCTION CO INC

CHECKING ACCOUNT
127-50 NORTHERN BLVD
FLUSHING, NY 11368-4520
718 485-7000

MERRILL LYNCH
JP MORGAN CHASE
JP MORGAN CHASE
COLUMBUS, OH 43271

DATE
August 31, 2011

CHECK NO.
113098

25-80
440
AMOUNT
\$5,400.00

Pay Five thousand four hundred dollars and no cents

TO THE ORDER OF
DOL-OSEA
OCCUPATIONAL SAFETY & HEALTH ADMIN
201 MARICK STREET - ROOM 908
NEW YORK, NY 10014

⑈000113098⑈ ⑆044000804⑆041182209784⑈

U.S. Department of Labor

Occupational Safety and Health Administration
Manhattan Area Office
201 Varick Street - Room 908
Manhattan, NY 10014
(212) 620-3200
FAX: (212) 620-4121
OSHA Website Address: <http://www.osha.gov>



August 22, 2011


Tully Construction Co. Inc.
315610493

In accordance with 29 CFR 1903.19, Abatement Verification, effective May 30, 1997, employers are required to certify that abatement has been accomplished and, under certain circumstances, are required to submit documented proof of abatement of cited violations. The enclosed OSHA-2 Citation and Notification of Penalty has been annotated as to which items require abatement certification and which require abatement certification and documentation. Please list the specific method of correction and the date of correction for each citation item requiring abatement certification. In addition, please submit documentation for those items requiring abatement certification and documentation. Examples of such documentation would be evidence of purchase or repair of equipment, photographic or video evidence of abatement or other written evidence.

This information must be submitted to our office within 10 days of the date each violation must be abated.

I certify that all employees and their representatives have been informed of all abatement action taken on these violations.

I attest that the information contained in this document is accurate.



Signature

William Ryan

Typed or Printed Name

9-1-11

Date

Citation # 1, Item # 1a was corrected on (date) 9-1-11

Explain how condition(s) were corrected.

The block pump observed in use without a
ground pin. Has been tagged "out of service"
and advised to the owner a set of OORS

Citation # 1, Item # 1b was corrected on (date) 9-1-11

Explain how condition(s) were corrected.

Deleted

Citation # 1, Item # 2 was corrected on (date) 9-1-11

Explain how condition(s) were corrected.

The extension cord observed to have
a splice was destroyed.

Citation # , Item # was corrected on (date) _____

Explain how condition(s) were corrected.

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

Summary of Work-Related Injuries and Illnesses

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

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

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

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

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
427 (K)	0 (L)

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

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 35 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed form to the office.

Establishment Information	
Your establishment name	<u>Tully Construction Co Inc.</u>
Street	<u>127-50 Northern Blvd.</u>
City	<u>Flushing</u> State <u>New York</u> Zip <u>11368</u>
Industry description	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
237310	
Employment Information	
Annual average number of employees	<u>782</u>
Total hours worked by all employees last year	<u>986693.6</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>[Signature]</u>	Title <u>VP</u>
<u>201 946 7960</u>	Date <u>2-1-16</u>
	Company employee

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

Summary of Work-Related Injuries and Illnesses

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

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

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

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other reportable cases
0	3	0	0
(a)	(b)	(c)	(d)

Number of Days

Total number of days away from work _____ (e)

238

(f) _____ (L)

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
3	0	0	0	0	0	0

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-2644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Year 20 14

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

Form approved OSH 301 1216-179

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

Establishment information

Your establishment name TULLY CONSTRUCTION

Street 127-50 NORTHERN BLVD

City FLUSHING State NY Zip 11368

Industry description (e.g., *Manufacture of motor truck trailers*) _____

Standard Industrial Classification (SIC), if known (e.g., 3715) _____

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212) _____

237310

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 700

Total hours worked by all employees last year 590749

Sign here

Knowingly falsifying this document may result in a fine.

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

Company executive: [Signature] Title _____

Phone 718 346-7000 Date 2/2/15

Save Input



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

Log of Work-Related Injuries and Illnesses

Year 2013

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

Form approved OMB no. 1218-0176

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

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name TULLY CONSTRUCTION CO., INC

City FLUSHING State NY

Classify the case

Table with columns (A) Case No., (B) Employee's Name, (C) Job Title, (D) Date of injury or onset of illness, (E) Where the event occurred, (F) Describe injury or illness, (G) Death, (H) Days away from work, (I) Job transfer or restriction, (J) Other recordable cases, (K) Away from work, (L) On job transfer or restriction, (M) Injury, (N) Illness, (O) All other illnesses.

Page totals

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

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

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

Summary of Work-Related Injuries and Illnesses

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

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

Number of Cases

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

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
417 (K)	140 (L)

Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 68 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Please answer the questions below to help reduce this burden. Send comments to Washington, DC 20201. Do not send this information in this form.

Year 2013

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

Form approved OMB no. 1218-0178

Establishment Information

Your establishment name TULLY CONSTRUCTION CO., INC.
 Street 127-50 NORTHERN BLVD
 City FLUSHING State NY Zip 11368
 Industry description (e.g., Manufacture of motor truck trailers)
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 3 1 0

Employment Information

Annual average number of employees 754
 Total hours worked by all employees last year 571,109

Sign here

Knowingly falsifying this document may result in a fine.

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

WILLIAM RYAN
Company executive
VP RISK MGT
Title

718446-7000 Phone
12/12/11 Date

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

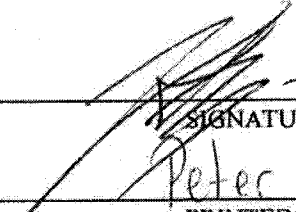
Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- 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
Peter K. Tully

PRINTED NAME
President

TITLE

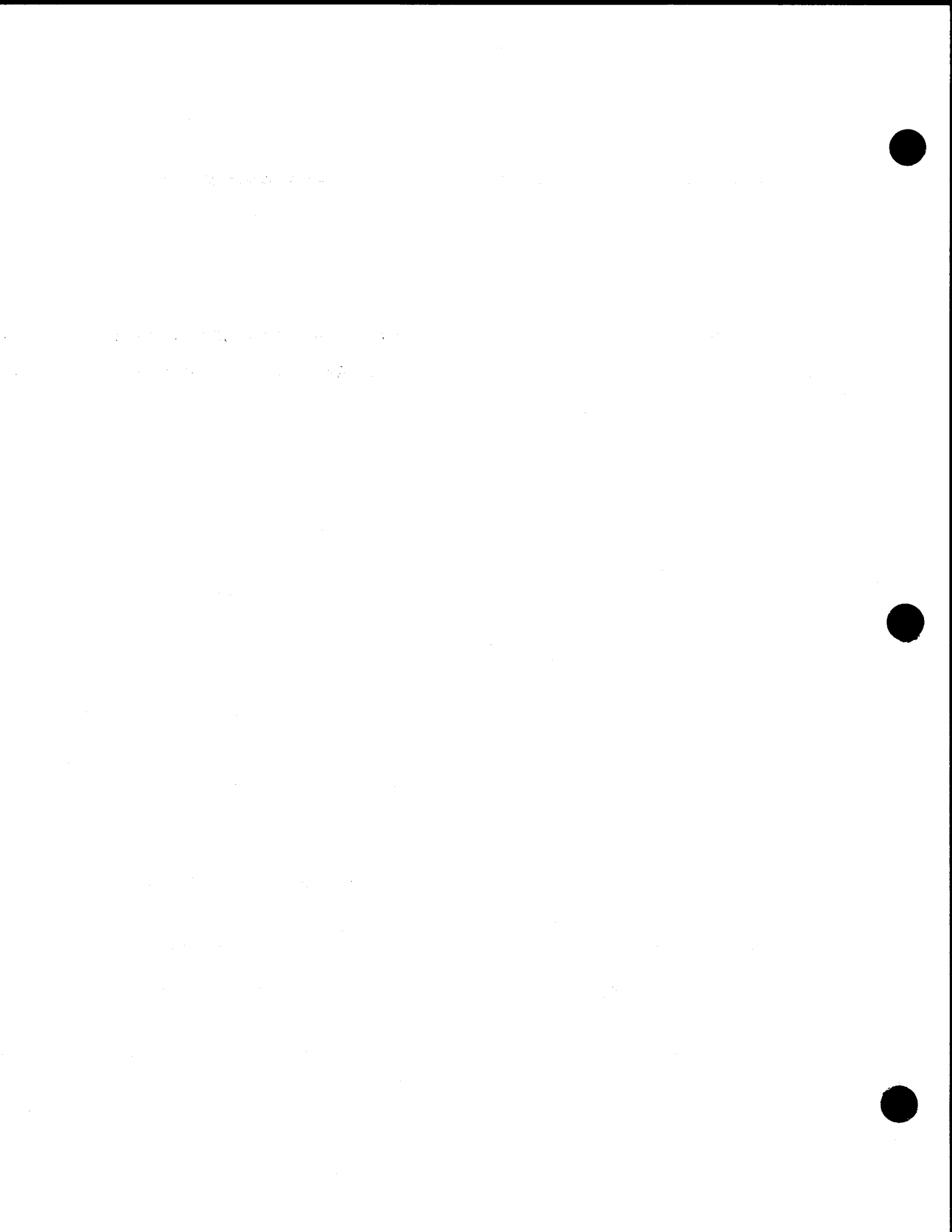
Sworn to before me this
30 day of June, 2016



Notary Public

Dated:

DESPINA PHILIPS
Notary Public, State of New York
No. 01PH5003152
Qualified in Queens County
Commission Expires Oct. 19, 2018



CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor Subcontractor
- 1a. Are M/WBE goals attached to this project? Yes No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
 Minority Owned Business Enterprise Locally based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
- 2a. If you are certified as an MBE, WBE, or LBE, what city/state agency are you certified with?
_____ Are you DBE certified? Yes No
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes No
4. Is this project subject to a project labor agreement? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

5. 11-2493726 bryan@tullyconstruction.com
Employer Identification Number or Federal Tax I.D./ Email Address
6. Tully Construction Co., Inc.
Company Name
7. 127-50 Northern Blvd, Flushing, NY 11368
Company Address and Zip Code
8. Peter K. Tully (718) 446-7000
Chief Operating Officer Telephone Number
9. William Ryan (718) 446-7000
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #7, write "same")
10. SAME
Name of Prime Contractor and Contact Person
(If same as Item #5, write "same")
11. Number of employees in your company: 500



12. Contract information:

(a) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

(d) _____ (e) _____
Procurement Identification Number (PIN) Contract Registration Number (CT#)

(f) _____ (g) _____
Projected Commencement Date Projected Completion Date

(h) Description and location of proposed contract:

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

If yes, attach a copy of certificate.

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

If yes, attach a copy of certificate.

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

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

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

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

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

- (c) Were any corrective actions required or agreed to? Yes ___ No ___

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

- (d) Were any deficiencies found? Yes ___ No ___

If yes, attach a copy of such findings.

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

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

Tully is a member of the GCA of greater New York. See attached GCA letter.

PART II: DOCUMENTS REQUIRED

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

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

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

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

SIGNATURE PAGE

I, (print name of authorized official signing) Peter K. Tully hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation.

I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Tully Construction Co., Inc

Contractor's Name

William Ryan

V.P. Risk Management-EEO

Name of person who prepared this Employment Report

Title

Peter K. Tully

President

Name of official authorized to sign on behalf of the contractor

Title

(718) 446-7000

Telephone Number

Signature of authorized official *[Signature]* Peter K. Tully-President

Date

6-30-2016

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

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

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

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

Only original signatures accepted.

Sworn to before me this 30 day of June 2016

Notary Public
DESPINA PHILIPS
Notary Public, State of New York
No. 01PH5003152
Qualified in Queens County
Commission Expires Oct. 19, 2018

[Signature]
Authorized Signature

6-30-2016
Date



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

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

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

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

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

OWNERSHIP CODES

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



FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: Operating Engineers

Union Affiliation, if applicable
15

Total (Col. #1-10):
2

Minority, Male & Female
 #2,3,4,5,7,8,9, & 10):
0

Total Female
 (Col. #6 - 10):
0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	2	0	0	0	0	0	0	0	0	0
H										
A										
TRN										
TOT	2	0	0	0	0	0	0	0	0	0

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

UNION



FORM B: PROJECTED WORKFORCE

Trade:
 Laborer

Union Affiliation, if applicable
 731

Total (Col. #1-10):
 10

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

Total Female
(Col. #6 - 10):
 1

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	5	4	0	0	0	0	1	0	0	0
H										
A										
TRN										
TOT	5	4	0	0	0	0	1	0	0	0

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

UNION

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade: Various

Union Affiliation, if applicable _____

Total (Col. #1-10):
425

Minority, Male & Female #2,3,4,5,7,8,9, & 10):
117

Total Female (Col. #6 - 10):
13

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	303	31	76	2	0	5	5	3	0	0
H										
A										
TRN										
TOT	303	T 31	76	2	0	5	5	3	0	0

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

UNIONS

FORM C: CURRENT WORKFORCE

Trade:
Teamster

Union Affiliation, if applicable
282

Total (Col. #1-10):
1

Total Minority, Male & Female
 (Col. #2,3,4,5,7,8,9, & 10):
0

Total Female
 (Col. #6 - 10):
0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	1	0	0	0	0	0	0	0	0	0
H										
A										
TRN										
TOT	1	0	0	0	0	0	0	0	0	0

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

UNION

FORM C: CURRENT WORKFORCE

Trade:
Mason

Union Affiliation, if applicable
780

Total (Col. #1-10):
2

Total Minority, Male & Female
 (Col. #2,3,4,5,7,8,9, & 10):
1

Total Female
 #6 - 10):
0

	MALES					FEMALES				
	(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J	1	0	1	0	0	0	0	0	0	0
H										
A										
TRN										
TOT	1	0	1	0	0	0	0	0	0	0

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

UNION



careers
businesses
neighborhoods

Gregg Bishop
Commissioner

216CY334

July 21, 2016

Ms. Patricia Basso
Assistant Risk Manager
Tully Construction Co. Inc.
127-50 Northern Boulevard
Flushing, NY 11368

RE: **New York City Department of Design and Construction Contract**; PIN No. 8502016TR0002C; FMS ID: TF182012N; EPIN No. 85016B0143; Construction of the Queens Borough Hall municipal parking field; Borough of Queens; Contract Value: \$8,556,442.49; **Continued Certificate of Approval.**

Dear Ms. Basso:

Please be advised that Tully Construction Co. Inc. has already received notice of its approval for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services (DLS) Certificate of Approval dated October 20, 2015, for DLS File No. 215CY336.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contracts. This approval does not extend the initial three (3) year approval (**October 6, 2015 – October 5, 2018**) referred to above.

If you have any questions regarding this letter, please call **Mr. Isaac Molho**, Contract Reviewer, at (212) 618-8796 or e-mail him at imolho@sbs.nyc.gov.

Very truly yours,

Helen Wilson (handwritten signature)

Helen Wilson
Assistant Commissioner
Division of Labor Services

cc: Travis Letbetter (DDC)
Isaac Molho
FILE

VENDEX COMPLIANCE

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

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

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

Tully Construction Co., Inc.

Name of Bidder: _____
Bidder's Address: 127-50 Northern Blvd, Flushing, NY 11368
Bidder's Telephone Number: 718 446-7000
Bidder's Fax Number: 718 446-6072
Date of Bid Opening: July 7, 2016
PROJECT ID: TF18-2012N

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: Peter K. Tully - President

Certificate of No Change Form

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

I, Peter K. Tully, being duly sworn, state that I have read
Enter Your Name

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: Tully Construction Co. Inc.

Vendor's Address: 127-50 Northern Blvd., Flushing, NY 11368

Vendor's EIN or TIN: 11-2493726 Requesting Agency: _____

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

Signature date on the last full vendor questionnaire signed by the submitting vendor: June 5, 2014

Signature date on changed submission, if applicable, for the submitting vendor: March 21, 2016

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Mayor's Office of
Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1	Kenneth W. Tully	6/5/2014	
2	James M. Tully	6/5/2014	
3	Thomas E. Tully	6/5/2014	
4	Peter K. Tully	6/5/2014	
5			
6			

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

Certification This section is required.

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

Certified By:

Peter K. Tully

Name (Print)

President

Title

Tully Construction Co. Inc.

Name of Submitting Entity

Signature Peter K. Tully-President

6-30-2016
Date

Notarized By:

Notary Public

Queens
County License Issued

DESPINA PHILIPS
Notary Public, State of New York
No. 01PH5003152
Qualified in Queens County
Commission Expires Oct. 19, 2018

License Number

Sworn to before me on: 6-30-2016
Date

Certificate of No Change Form



Mayor's Office of
Contract Services

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

I, Peter K. Tully, being duly sworn, state that I have read
Enter Your Name

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: Tully Construction Co. Inc.

Vendor's Address: 127-50 Northern Blvd., Flushing, NY 11368

Vendor's EIN or TIN: 11-2493726 Requesting Agency: _____

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

Signature date on the last full vendor questionnaire signed by the submitting vendor: June 5, 2014

Signature date on changed submission, if applicable, for the submitting vendor: March 21, 2016

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Mayor's Office of
Contract Services

	Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1	Kenneth W. Tully	6/5/2014	
2	James M. Tully	6/5/2014	
3	Thomas E. Tully	6/5/2014	
4	Peter K. Tully	6/5/2014	
5			
6			

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

Certification This section is required.

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

Certified By:

Peter K. Tully

Name (Print)

President

Title

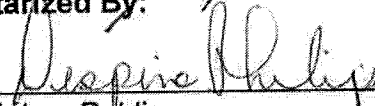
Tully Construction Co. Inc.
Name of Submitting Entity

Signature  Peter K. Tully-President

6-30-2016

Date
DESPINA PHILIPS
Notary Public, State of New York
No. 01PH5003152
Qualified in Queens County
Commission Expires Oct. 19, 2018

Notarized By:


Notary Public

Queens
County License Issued

License Number

Sworn to before me on: 6-30-2016
Date

TULLY CONSTRUCTION CO. INC.

GENERAL CONTRACTORS

PHONE 446-7000
AREA CODE 718

127-50 NORTHERN BOULEVARD
FLUSHING, NEW YORK 11368

RESPONSE TO NUMBER 4

- 1- Thirty-eight (38) years in Highway & Heavy Construction.

- 2- Please find enclosed resumes for Key Personnel. The project shown above will be superintended by James Tully depending on his availability at the time.

Resumes-	Thomas Olesczuk	Matthew Flynn
	Peter K. Tully	Dean Devoe
	Kenneth W. Tully	Dan Scully
	James Tully	Chris Bombard
	Thomas Tully	Sean McPartland
	Dino Basso	Timothy Moyer
	Bill Groesbeck	Fred Hartmann
	Paul Marcello	Gregory Paterno
	Robert Corcoran	Frank Santos
	Frank Daly	Lillian Santos
	Peter Davi	Edward Segali
	Josh Coppes	John Rudi Dubyel
	Robert Scaglia	William Ryan
	Kevin Lynch	Sean Lindvall

- 3- Tully Construction Co. Inc. equipment list attached hereto.

- 4- We expect to subcontract the following: Electrical Work and Pavement Marking. As of this date the subcontractors to be used is unknown.

- 5- Key material suppliers:
Concrete: one of the following

Ferrara Brothers
Anthony Concrete Supply
City Ready Mix

Steel Faced Curbing: one of the following

RDM/Hirshhorn Steel
BendAll Industries

Aggregates: one of the following

Evergreen Recycling of
Corona Tilcon

Ductile Iron Pipe:

U.S. Pipe & Foundry
T. Mina Supply, Inc.

Precast Concrete: one of the following

AFCO Precast Corporation
Coastal Pipeline Products

- 6- To be provided once NYCDDC provides what work is to be done.
- 7- Tully Construction Co., Inc. has a Fifty Five Million Dollar (\$55,000,000.00) unsecured line of credit with Bank of America, which is currently available.

THOMAS F. OLESCZUK
1 Rosalind Drive
Peekskill, New York 10566
(914) 737-9020

EDUCATION:

Bachelor of Science Civil Engineering
Manhattan College
Riverdale, New York - 1982

EXPERIENCE:

Tully Construction Co., Inc. 11/93 to Present
127-50 Northern Blvd.
Flushing, New York 11368

Position: *Vice President of Engineering
Project Manager*

Recent Projects:

- World Trade Center Clean Up
- Reconstruction of Route 9A - Segment II
- Reconstruction of Route 9A - Segment IV
- JFK-LAB
- Southern State
- Pyramid - West Nyack Project
- Van Wyck Expressway - Queens, NY
- Tuxedo, New York Waste Disposal
- Great Neck, New York

Briarwood Contracting Group, 1991 - 11/93
A Division of ECCO III Enterprises, Inc.
870 Nepperhan Avenue
Yonkers, New York 10703

Position: *Project Manager*

Responsible for management of Projects from time of award until completion. Major duties include procurement of all materials, negotiation with and hiring of subcontractors, shop drawing submittals, processing of change orders, weekly meetings with the Owner/Engineers, implementation of construction schedules. Range of projects include: landfills, sewage treatment plants, water treatment plants, recycling facilities, heavy/highway work, and environmental work.

Recent Projects:

- Oakwood Beach Sludge Dewatering Facility
Staten Island, New York
- Croton Point Landfill Closure
Croton-on-Hudson, New York
- Remediation of Pelham Bay Landfill
Bronx, New York
- Combined Sewers Overflow
Yonkers, New York

The Briar Contracting Corporation
5 Corporate Drive
Peekskill, New York 10566

1981 - 1991

Position: *Project Manager*

Responsibilities: Same as above

References furnished upon request

COMPLETED PROJECTS

Project: Ground Zero - Clean-up Ground Zero New York, New York (September 11, 2001 - July 1, 2002)

Project Executive

Project Executive for all disaster recovery quadrants for New York City Department of Design and Construction from September 11, 2001 to June/2002. Performed duties in this capacity until The DDC could organize a team of project managers for a long term assignment. Spear headed sensitive multi-agency issues on site that were presented with aggressive schedules. Consultant to the construction management firms and the Port Authority engineers in the design and methods to efficiently and aggressively approach the slurry wall tie back operation and numerous other challenging obstacles that inhibited the recovery process. Contributed to the overall project coordination. Instrumental in keeping the project under budget and ahead of schedule.

Location: Downtown Manhattan, NY
Owner: NYC/DDC
Contract Amt.: \$250,000,000.00

Project: Redeveloped roadway network, constructed new bridge over JFK Expressway drainage work, toll booths, together with all work incidental thereto.

Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$14,000,000.00

Project: Rehabilitation of Taxiways 'P' & 'C'
Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$11,829,419.00

Project: Repave Taxiways F, FA, H & Z and Slurry Seal Taxiways
Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$5,499,109.00

Project: JFK Southwest Restricted Service Road
Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$5,349,000.00

Project: IAB Apron Pavement, Maintenance & Repair
Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$3,399,730.00

Project: Roadway Milling and Asphalt Pavement Resurfacing
Location: Southern State Parkway & Route 25A, NY
Owner: New York State Department of Transportation
Contract Amt.: \$4,291,467.00

Project: Reconst. Expressway, Conc. Pavement, Roadway Milling
Location: Van Wyck Expressway, Route 1678 Various Highways, NY
Owner: New York State of Transportation
Contract Amt.: \$12,986,567.00

Project: Nursery Beacon Prison - Site Development
Location: Rikers Island, New York
Owner: New York City of General Service
Contract Amt.: \$21,000,000.00

Project: Seawall at Fresh Kills Harbor
Location: Staten Island, New York
Owner: National Parks Services
Contract Amt.: \$3,800,000.00

Project: Oakwood Beach WPCP - Structures & Equipment
Location: Staten Island, New York
Owner: New York Department of Environmental Protection
Contract Amt.: \$25,000,000.00

Project: Roads and Watermains at Fresh Kills Landfill
Location: Staten Island, New York
Owner; New York City Department of Sanitation
Contract Amt.: \$1,400,000.00

Project: Petroleum Tanks Replacement
Location: Various Sites in New York Area
Owner: New York State Office of General Services
Contract Amt.: \$5,000,000.00

Project: Rockland County Pump Stations
Location: Rockland County, New York
Owner: County of Rockland
Contract Amt.: 5,900,000.00

Project: **Upland Disposal of Dredged Materials**
Location: Staten Island, New York
Owner: New York City Department of Sanitation
Contract Amt.: \$2,900,000.00

Project: **Highway, Bridge and Railroad Construction**
Location: White Plains, New York
Owner: New York State of Transportation
Contract Amt.: \$12,100,000.00

Project: **Landscaping and Seeding Landfills of New York City**
Location: Staten Island, New York
Owner: New York City of Sanitation
Contract Amt.: \$2,900,000.00

Project: **Leachate Control - Structures & Equipment**
Location: Bronx, New York
Owner: New York City Department of Environmental Protection
Contract Amt.: \$2,600,000.00

Project: **Rehabilitation of Pumping Stations, C.S.O #3**
Location: Yonkers, New York
Owner: Westchester County Department of Environmental Facilities
Contract Amt.: \$2,000,000.00

Project: **Sitework - Landfill & Maintenance I & II**
Location: Staten Island, New York
Owner: New York City of Sanitation
Contract Amt.: \$2,100,000.00

Peter K. Tully
37A Frost Creek Drive
Lattingtown, NY 11560

WORK EXPERIENCE

- 1987 - Present **Tully Construction Co., Inc./Tully Environmental Inc.**
Corporate President
Formerly Secretary and Vice President. Contract administrator, estimator in project costs. Negotiated change orders with numerous municipalities, office administration, Marketing and Project Enhancement.
- 1985 - 1990 **Willets Point Contracting Corporation**
Assistant Corporate Secretary and Corporate Counsel
Contract administrator, estimator in project costs. Negotiated change orders with numerous municipalities.
- 1984 - 1985 **General Contractors Association of New York**
Assisted in negotiations with various unions. Dealt with all municipalities and union officials throughout the Metropolitan Area.
- 1983 - 1984 **Berman, Paley Goldstein & Berman**
Assisted in the above law firm - research and document drafting.
- 1978 - 1983 **Willets Point Contracting Corporation**
Assistant supervisor on various road construction projects. Projects ranging in value from \$500,000 to \$30,000,000.

EDUCATION

- 1982 **St. John's University, Jamaica, New York**
Bachelor of Arts Degree
- 1985 **Hofstra University School of Law**
Juris Doctor in Law
- 1986 **Admitted to the New York State 2nd Department**
Member New York State Bar Association

THOMAS F. OLESCZUK

1 Rosalind Drive
Peekskill, New York 10566
(914) 737-9020

EDUCATION:

Bachelor of Science Civil Engineering
Manhattan College
Riverdale, New York - 1982

EXPERIENCE:

Tully Construction Co., Inc.
127-50 Northern Blvd.
Flushing, New York 11368

11/93 to Present

Position: *Vice President of Engineering
Project Manager*

Recent Projects:

- World Trade Center Clean Up
- Reconstruction of Route 9A - Segment II
- Reconstruction of Route 9A - Segment IV
- JFK-LAB
- Southern State
- Pyramid - West Nyack Project
- Van Wyck Expressway - Queens, NY
- Tuxedo, New York Waste Disposal
- Great Neck, New York

Briarwood Contracting Group,
A Division of ECCO III Enterprises, Inc.
870 Nepperhan Avenue
Yonkers, New York 10703

1991 - 11/93

Position: *Project Manager*

Responsible for management of Projects from time of award until completion. Major duties include procurement of all materials, negotiation with and hiring of subcontractors, shop drawing submittals, processing of change orders, weekly meetings with the Owner/Engineers, implementation of construction schedules. Range of projects include: landfills, sewage treatment plants, water treatment plants, recycling facilities, heavy/highway work, and environmental work.

Recent Projects:

- Oakwood Beach Sludge Dewatering Facility
Staten Island, New York
- Croton Point Landfill Closure
Croton-on-Hudson, New York
- Remediation of Pelham Bay Landfill
Bronx, New York
- Combined Sewers Overflow
Yonkers, New York

The Briar Contracting Corporation
5 Corporate Drive
Peekskill, New York 10566

1981 - 1991

Position: *Project Manager*

Responsibilities: Same as above

References furnished upon request

COMPLETED PROJECTS

Project: **Ground Zero - Clean-up** Ground Zero New York, New York (September 11, 2001 - July 1, 2002)

Project Executive

Project Executive for all disaster recovery quadrants for New York City Department of Design and Construction from September 11, 2001 to June/2002. Performed duties in this capacity until The DDC could organize a team of project managers for a long term assignment. Spear headed sensitive multi-agency issues on site that were presented with aggressive schedules. Consultant to the construction management firms and the Port Authority engineers in the design and methods to efficiently and aggressively approach the slurry wall tie back operation and numerous other challenging obstacles that inhibited the recovery process. Contributed to the overall project coordination. Instrumental in keeping the project under budget and ahead of schedule.

Location: Downtown Manhattan, NY
Owner: NYC/DDC
Contract Amt.: \$250,000,000.00

Project: **Redeveloped roadway network, constructed new bridge over JFK Expressway drainage work, toll booths, together with all work incidental thereto.**

Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$14,000,000.00

Project: **Rehabilitation of Taxiways 'P' & 'C'**

Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$11,829,419.00

Project: **Repave Taxiways F, FA, H & Z and Slurry Seal Taxiways**

Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$5,499,109.00

Project: JFK Southwest Restricted Service Road
Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$5,349,000.00

Project: IAB Apron Pavement, Maintenance & Repair
Location: JFK International Airport, New York
Owner: Port Authority of NY & NJ
Contract Amt.: \$3,399,730.00

Project: Roadway Milling and Asphalt Pavement Resurfacing
Location: Southern State Parkway & Route 25A, NY
Owner: New York State Department of Transportation
Contract Amt.: \$4,291,467.00

Project: Reconst. Expressway, Conc. Pavement, Roadway Milling
Location: Van Wyck Expressway, Route 1678 Various Highways, NY
Owner: New York State of Transportation
Contract Amt.: \$12,986,567.00

Project: Nursery Beacon Prison - Site Development
Location: Rikers Island, New York
Owner: New York City of General Service
Contract Amt.: \$21,000,000.00

Project: Seawall at Fresh Kills Harbor
Location: Staten Island, New York
Owner: National Parks Services
Contract Amt.: \$3,800,000.00

Project: Oakwood Beach WPCP - Structures & Equipment
Location: Staten Island, New York
Owner: New York Department of Environmental Protection
Contract Amt.: \$25,000,000.00

Project: Roads and Watermains at Fresh Kills Landfill
Location: Staten Island, New York
Owner; New York City Department of Sanitation
Contract Amt.: \$1,400,000.00

Project: Petroleum Tanks Replacement
Location: Various Sites in New York Area
Owner: New York State Office of General Services
Contract Amt.: \$5,000,000.00

Project: Rockland County Pump Stations
Location: Rockland County, New York
Owner: County of Rockland
Contract Amt.: 5,900,000.00

Project: Upland Disposal of Dredged Materials
Location: Staten Island, New York
Owner: New York City Department of Sanitation
Contract Amt.: \$2,900,000.00

Project: Highway, Bridge and Railroad Construction
Location: White Plains, New York
Owner: New York State of Transportation
Contract Amt.: \$12,100,000.00

Project: Landscaping and Seeding Landfills of New York City
Location: Staten Island, New York
Owner: New York City of Sanitation
Contract Amt.: \$2,900,000.00

Project: Leachate Control - Structures & Equipment
Location: Bronx, New York
Owner: New York City Department of Environmental Protection
Contract Amt.: \$2,600,000.00

Project: Rehabilitation of Pumping Stations, C.S.O #3
Location: Yonkers, New York
Owner: Westchester County Department of Environmental Facilities
Contract Amt.: \$2,000,000.00

Project: Sitework - Landfill & Maintenance I & II
Location: Staten Island, New York
Owner: New York City of Sanitation
Contract Amt.: \$2,100,000.00

Kenneth W. Tully

WORK EXPERIENCE

1988 - Present

Tully Construction Co. Inc./Tully Environmental Inc.
Corporate Secretary
Project Administrator for all solid waste operations.
Coordinator for all solid waste projects including transportation and landfill transfer stations, and operation of compost sites. Superintendent of Asphalt Operations for PANY&NJ, NYSDOT, NYCDOT, NYCDDC and other agencies.

1986-1988

Willets Point Contracting Corporation
Worked at the Town of Oyster Bay Transfer Station on the Town of Oyster project to transport and dispose of municipal solid waste to out of state landfills. Duties included supervising the loading and dispatching of all equipment to out of state landfills. Contract amount \$60,000,000.

1980-1984

Willets Point Contracting Corporation
Worked on various Metropolitan area construction projects in the position of foreman and dispatcher of construction equipment.

EDUCATION

1980 - 1984

Hofstra University, New York
Bachelor of Arts Degree in Business Administration

1976 - 1980

Holy Trinity High School, New York

JAMES TULLY
28 SHADY LANE
LAUREL HOLLOW, N.Y. 11791

EDUCATION

1976 - 1978 Florida Institute of Technology
Engineering Management Studies

1978 - 1980 Academy of Aeronautics
Associate Degree - Engineering Management

EXPERIENCE

Tully Construction Co., Inc.
127-50 Northern Blvd.
Flushing, New York, 11368

Present - 1990 *Project Superintendent*

Responsible for the overall and daily scheduling of the labor, equipment and materials needed to complete the project. Other duties include, the conducting of on site safety inspections and meetings with company personnel, the preparation of correspondence and the maintaining of contract records, the attending of meetings with agency or authority representatives, the periodic review and up dating of the contract progress schedule.

1990 - 1985 **Willets Point Contracting Corporation**
127-50 Northern Boulevard
Flushing, New York 11368

Project Superintendent

Same duties and responsibilities as described above.

The variety of contract work covered in the capacity of project superintendent include N.Y.S. highway repair and resurfacing contracts, reconstruction of N.Y.C. streets (including water mains, sewers and roadways), resurfacing N.Y.C. streets, capping of a landfill, repair of bridge decks and ramps for the Triboro Bridge & Tunnel Authority.

1985 -1980

Willets Point Contracting Corporation
127-50 Northern Boulevard
Flushing, New York 11368

Assistant Project Superintendent

Responsible for providing assistance to the project superintendent. Other Duties include the review of partial payments, the measuring and computation of contract quantities and the preparation of final quantities.

References furnished upon request.

COMPLETED CONTRACTS

12/99 TO 1/2000

RECONSTRUCTION OF BAXTER AVENUE-Brooklyn, NY

Contract No. HWQ232G

Agency: NYC Department of Design & Construction

Remove and Replace New

Contract Amt.: \$10,618,393.00

12/99 TO 7/98

RECONSTRUCTION OF MCGUINNESS BLVD.

Contract No. HWK666W

Agency: NYC Department of Design & Construction

Contract Amt.: \$42,227,000.00

7/98 TO 1/98

RECONSTRUCTION OF 9TH STREET

Contract No. HWK642R

Agency: NYC Department of Design & Construction

Contract Amt.: \$11,855,000.00

1/98 TO 6/97

LONG ISLAND EXPRESSWAY SERVICE ROAD

Contract No. D256726

Agency: New York State Department of Transportation

Contract Amt.: \$5,040,731.00

4/95 TO 3/96

GRAND CENTRAL PARKWAY

Contract No. D256478

Agency: New York State Department of Transportation

Contract Amt.: \$2,086,209.00

6/95 TO 3/95

VAN WYCK EXPRESSWAY

Contract No. D256067

Agency: New York State Department of Transportation

Contract Amt.: \$14,200,000.00

3/95 TO 12/93

BABYLON LANDFILL COVER

Contract No. 93G79

Agency: Town of Babylon

Contract Amt.: \$20,918,000.00

12/93 TO 12/92

RECONSTRUCTION OF EASTERN PARKWAY

Contract No. THCK170BW

Agency: New York City Department of Transportation

Contract Amt.: \$13,009,000.00

12/92 TO 1/92

RECONSTRUCTION OF RIVESIDE DRIVE

Contract No. HWM589W

Agency: New York City Department of Transportation

Contract Amt.: \$7,600,000.00

1/92 TO 6/91

RECONSTRUCTION OF 130TH AVENUE

Contract No. HWQ601A

Agency: New York City Department of Transportation

Contract Amt.: \$2,200,000.00

6/91 TO 4/90

RESURFACING VARIOUS BROOKLYN STREETS

Contract No. HW2KR90

Agency: New York City Department of Transportation

Contract Amt.: \$18,600,000.00

4/90 TO 2/89

RECONSTRUCTION OF 8TH AVENUE, MANHATTAN

Contract No. THHM508BW-R

Agency: New York City Department of Transportation

Contract Amt.: \$24,000,000.00

2/89 TO 2/88

RESURFACING VARIOUS BRONX STREETS

Contract No. HW2X003

Agency: New York City Department of Transportation

Contract Amt.: \$5,400,000.00

2/88 TO 3/87

RECONSTRUCTION OF HILLSIDE AVENUE

Contract No. HWQ342D

Agency: New York City Department of Transportation

Contract Amt.: \$16,100,000.00

3/87 TO 6/86

**ROADWAY REPAIRS VARIOUS
TRIBORO FACILITIES**

Contract No. GM-160

Agency: Triboro Bridge & Tunnel Authority

Contract Amt.: \$1,400,000.00

6/86 TO 9/85

ROADWAY RAMP REPAIRS TRIBORO FACILITIES

Contract No. GM-156

Agency: Triboro Bridge & Tunnel Authority

Contract: \$2,600,000.00

THOMAS E. TULLY
18 Evon Drive
Syosset, New York 11791

EDUCATION

High School	1970-1974	LaSalle Military Academy, Oakdale, New York
College	1974-1979	Manhattan College, Bronx, New York, Engineering
	1978-1980	Nassau Community College Garden City, New York, Accounting
Continuing Education Units		Sanitary Landfill Leachate and Gas Management University of Wisconsin at Madison Sanitary Landfill Operation and Management University of Wisconsin at Madison Landfill Design: Conceptual Design Operations and Monitoring: University of Florida

WORK EXPERIENCE

1974- 1975	Transregional Consulting Corporation Transit Operator: lay out work on numerous construction sites; LaGuardia Airport, Queens, New York West Shore Expressway, Staten Island, New York
1976	Precast Conduit Inc. Lab Technician: Test concrete for prestressed concrete I-Beams
1977	Concrete Conduit Inc. Lab Technician: Test concrete for prestressed concrete I-Beams
1978 - 1983	Willets Point Contracting Corporation Foreman on numerous heavy construction job sites. Assistant supervisor on numerous heavy construction sites including reconstruction of Francis Lewis Blvd., Contract Amount: \$14,700,000.00 and Service Roads North River Pollution Plant Contract Amount: \$3,500,000.00
1983	Supervisor on Battery Park City Project, including installation of waterfront, explanade and granite walls. Contract amount: \$4,000,000.00 and

Queens College Access Roads and Parking Lots,
Contract Amount: \$4,000,000.00

1983- 1985

Profile Electric Inc.

Supervisor for project to install IMUS traffic control system in various locations in Brooklyn, New York
Contract Amount: \$25,000,000.00

1985- 1990

Willets Point Contracting Corporation

Supervisor on the project to reconstruct Classon Avenue and Franklin Avenue Brooklyn, New York. Project included new sewers, water main, drainage, sidewalk, curbs, base concrete and asphalt pavement.
Contract Amount: \$14,000,000.00

1986-1987

Supervisor on a Solid Waste Disposal Project for the Town of Oyster Bay, New York. The job entailed coordination all operations at various landfills in the states of Pennsylvania and Ohio and the trucking operations to various landfills and incinerators. This project included the construction of a transfer station to handle 2,500 tons per day of solid waste. The transfer station was a 40,000 square foot modern bailing facility with the capability to recycle waste. It also included the installation and maintenance on three 1041 HRB Balers, two each 950 Caterpillar Payloaer, two each 560 Dresser Payloaders, 100 each Flat Bed Trailers and 25 each Pushout Steel Trailers (85 cubic yards) for 2.5 years. Additionally, we disposed of nearly 40,000 tons of incinerator ash before it was shut down by the Department of Environmental Conservation in 1987.
Contract Amount: \$60,000,000.00

1987 - 1990

Director of Solid Waste Division of Willets Point Contracting Corporation the Oyster Bay Project and the Bergen County Project. Willets Point/Tully Construction, Joint Venture also operated the Bergen County Utilities Authority transfer station in Lyndhurst, New Jersey. Willets Point was contracted to supply all personnel and equipment to operate the temporary transfer station until the County was able to complete the new transfer station. This transfer station was operated for 8 months, handling up to 4,500 tons daily of municipal solid waste, for the residents of Bergen County. Our personnel operated five Dresser 560 Payloaders, sometimes 24 hours a day to dispose of the County's waste. Also, the Willets/Tully Joint Venture, jointly with other partners, contracted with Laidlaw Waste Systems for the hauling and disposing of solid waste from Bergen County Utilities Authority during the same period.
Contract Amount: \$50,000,000.00

1990 - 1992

Tully Construction Co., Inc.

Vice President Solid Waste Division: estimating and coordinating all solid waste projects including landfills and transfer stations.

Projects Included:

- 1- Disposal of sludge for Nassau and Rockland Counties and Long Beach, Long Island.
- 2- Recycling of yard waste for Hempstead, Long Island.
- 3- Recycling of sludge for Nassau and Westchester Counties

Certified Landfill Manager and Operator by the Solid Waste Association of North America, formerly known as Governmental Refuse Collection and Disposal Association.

Vice President of Operations Ashland Management Corporation
Managing General Partner of Cannonsburg Environmental Associates, which operates and manage the Cooksey Brothers Landfill in Ashland, Kentucky.

In charge of all operations at the landfill including the design and construction of cells C and B to meet Kentucky's Interim Standards and the designs of cell A which will meet Kentucky's new regulation which go into effect in July of 1995.

Work includes:

Drainage

Leachate Collection

Clay Installation

Final Closure (Northern Section of Cell C)

Silt Pond'

Gas Venting System

Installation of Ground Water Monitoring System

1992 to present

Vice President of Engineering and Estimating

Estimating Various projects from 1 million to over 1 billion

Including Jobs For:

Port Authority of New York and New Jersey
New York State Department of Transportation
New York City Department of Transportation
New York City Department of Environmental Protection
New York City Department of Design and Construction
New York City Economic Development Corp.
New York City Department of Sanitation
Battery Park City Authority
Triborough Bridge and Tunnel Authority
Metropolitan Transit Authority

Recent Projects

Brooklyn Battery Tunnel Rehabilitation of Structural Roadway & Walls

\$63,690,350

Owner: TBTA

Vehicle Maintenance Garage in Districts 4/4A/7 W56th Street Manhattan

\$91,411,598

Owner: NYCDOS

Rehabilitation of Runways 13L-31R at JFK Airport -

\$19,048,750

Owner: PANYNJ

Reconstruction of Houston Street in Manhattan-

\$29,379,634

Owner: NYCDDC

Reconstruction of Route 9A West Street Manhattan

\$189,152,263

Owner: NYSDOT

DINO BASSO

WORK EXPERIENCE:

Project Superintendent: Tully Construction Co. Inc., Flushing, NY, (4/98 - present)

- Oversee all phases of construction on project
- Reviewing all project submittals and shop drawings
- Supervision and coordination of total project work force
- Determine amount of labor needed to complete daily work
- Ordering trucks and equipment necessary for daily operations
- Setting up daily work schedule for project
- Coordination of subcontractor work schedule
- Coordination between project owner and contractor

Project Engineer: Tully Construction Co. Inc., Flushing, NY, (2/93 - 4/98)

- Prepare and submit monthly partial payment requisitions
- Perform computerized job cost analysis
- Review and submit contract shop drawing for approval
- Prepare contract change orders and material purchase orders
- Field Safety / Equal Employment Opportunity representative

Field Engineer: Paul Mac Consulting Engineering Inc., Smithtown, NY, (5/92 - 1/93)

- Supervise utility work performed by general contractors
- Recommend proper work action to be executed when utility interference is present
- Record interference present during excavation
- Prepare and submit appropriate invoices to utility companies for general contractor

Office Engineer: Sette & Juliano Construction Corp., Corona, NY, (5/89 - 5/92)

- Record daily work quantities
- Prepare and submit monthly partial payment requisitions
- Prepare weekly time sheet for payroll department
- Obtain material certifications/material safety data sheets from manufacturers

EDUCATION:

B.E. Mechanical Engineering, 5/92

- State University of New York at Stony Brook

CERTIFICATIONS New York State Intern Engineer Certification, April 1995

- OSHA 8 Hour Hazwoper Supervisor Training Certification, November 2006
- OSHA 40 Hour Hazardous Material Health and Safety Training Certification, June 2004
- OSHA Construction Safety Awareness Certification, March 1994
- CPR/Advanced Life Saving & Rescue Certification, July 2004

COMPUTER SKILLS:

Programming Languages: Fortran, Basic and True Basic

- **Hardware:** IBM PC, XT, AT, PS/2, clones, Apple Macintosh, Hewlett Packard
- **Software:** DOS, Microsoft Windows, Excel, Lotus 123, Quattro Pro, HCSS Job Cost WordPerfect, MS Word, Harvard Graphics, IDEAS CAD, Data Base

AWARDS & MERITS:

Outstanding Undergraduate Achievement Award: SUNY Stony Brook (4/91)

Fred Kemp Award for Scholar Athletes: SUNY Stony Brook (5/91)

Liberty Conference Football All-Star: Division III Intercollegiate Football (12/90)

REFERENCES:

Available upon request.

DINO BASSO

CONSTRUCTION PROJECT HISTORY

- 1) Reconstruction of Houston Street / 48" Trunk Water Main & Associated Work, Manhattan NY (08/05 – 05/2013)
Position: Project Superintendent Project Cost: \$ 30 M Project Owner: NYC DDC
- 2) Rehabilitation of Runway 13-31 & Associated Taxi-Ways – LaGuardia Airport, Queens NY (06/05 – 08/05)
Position: Project Superintendent Project Cost: \$ 25 M Project Owner: NYNJ PA
- 3) Reconstruction of Manhattan Avenue / Newtown Creek Bulkhead, Brooklyn NY (08/04 – 06/05)
Position: Project Superintendent Project Cost: \$ 5 M Project Owner: NYC DDC
- 4) Emergency Repair to Gowanus Expressway (Rte. I-278), Brooklyn, NY (10/02 – 08/04)
Position: Project Superintendent Project Cost: \$ 41 M Project Owner: NYS DOT
- 5) Reconstruction of Sackett Street / 72" Trunk Water Main Connection to Shaft 22B, Brooklyn, NY (12/01 – 10/02)
Position: Project Superintendent Project Cost: \$ 15 M Project Owner: NYC DDC
- 6) Pavement Resurfacing / Rehabilitation of Staten Island Expressway (Rte 1-278), NY (4/99 – 12/01)
Position: Project Superintendent Project Cost: \$ 65 M Project Owner: NYS DOT
- 7) Reconstruction of St. Felix Street, Brooklyn, NY (4/98 – 4/99)
Position: Project Superintendent Project Cost: \$ 12 M Project Owner: NYC DOT
- 8) Reconstruction of West Side Highway (Rte 9A), Manhattan, NY (4/96 – 4/98)
Position: Project Engineer Project Cost: \$ 35 M Project Owner: NYS DOT
- 9) Resurfacing of Southern State Parkway, Nassau County, NY (10/95 – 4/96)
Position: Project Engineer Project Cost: \$ 5 M Project Owner: NYS DOT
- 10) Resurfacing of Van Wyck Expressway (Rte I-678), Queens, NY (10/94 – 10/95)
Position: Project Engineer Project Cost: \$ 15 M Project Owner: NYS DOT
- 11) Reconstruction of Eastern Parkway, Brooklyn, NY (2/93 – 4/94)
Position: Project Engineer Project Cost: \$ 19 M Project Owner: NYC DOT

WILLIAM T. GROESBECK

EXPERIENCE

Bronx-Whitestone Bridge, Replacement of Queens Approach Queens, New York - Project Super (2011 - present, CC \$108,000,000+)

Staged removal of the entire approach to the Bronx-Whitestone bridge superstructure and substructure up to the Queens anchorage while maintaining traffic, in JV with EE Cruz, including:

- Excavation support systems w/ dewatering
- Mini-pile foundations
- Design/build temporary support systems for demolition of existing superstructure
- Design/install/modify staged roadway lighting for staged construction
- Staged Demolition, and reconstruction of entire superstructure system
- Staged demolition of cellular abutment sub and superstructure, and construction of a new bridge approach
- MPT, permanent Traffic Barriers, street lighting
- Staged reconstruction of on-grade pavement and new Park Facility under Queens Approach.

The project also involves removal and/or protection of existing utilities as well as construction of new utility systems.

Removal of all existing overlays on orthotropic deck spans and replacement with methyl methacrylate based seamless slurry wearing course with aggregate. Repairs to existing overlays are also included.

Additional scope includes lead paint removal, miscellaneous steel and concrete repair to queens Approach structure, floor beam bracing, and relocation of a playground.

This project has a construction cost of \$108,000,000, and is on schedule.

Client contact: Jeff Balinski, Parsons 347.234.8812, jbalsinski@mtabt.org

Charleston Bus Annex Design-Build, Staten Island, New York (2008-2011)

As Project Manager, Mr. Groesbeck oversaw design and construction of this \$120+ Million Bus Annex. He addressed constructability issues and ensured that design submissions were submitted correctly and in a timely manner. He also oversaw the utility coordination on this complex multi-modal project. His additional responsibilities included planning and scheduling of field work; allocation and direction of trades, subcontractors and field office staff; cost and labor productivity tracking and reporting; direct representative to owner and engineer, estimating and negotiation of change orders; in charge of all buy-outs; vendor/subcontractor procurement; budget creation and projection with cash flow analysis; and equipment tracking/ allocation. □ Owner's Contract Information: Mr. Charles Treueig, P.E., MTA Bridges & Tunnels, Telephone: 646.252.4110

RFK (Triboro) Bridge Cable Rehabilitation & Anchorage Repairs, New York - Project Manager, various projects Anchorage Repair RFK (2007-2008, CC \$20,000,000+)

Reconstructed anchorage roof and entrances, re-socketed cable strands, installed dehumidification chamber, added new access platforms in anchorage. □ Owner's Contract Information: Ms. Petra Becker, P.E., MTA Bridges & Tunnels, Telephone: 12.360.3100, pbecker@mtabt.org

Astoria Power Generation, Turbine Generator Building- (2005-2006) \$35 Mil

As Project Manager, Mr. Groesbeck oversaw design and construction of this \$35M+ Turbine Generator Building and Wind Wall including steel erection, building roof and side panel installation, full electrical installation and fire suppression equipment including foam system, standpipes and sprinklers. Critical coordination effort was required for the delivery of the HRSGs and generators to the structure which was completed ahead of schedule. He addressed constructability issues and ensured that design submissions were submitted correctly and in a timely manner as well as planning and scheduling of field work; allocation and direction of trades, subcontractors and field office staff; cost and labor productivity tracking and reporting.

Bronx Whitestone Bridge, New York (2002 - 2004) - \$33 Million

As Project Manager, William oversaw the installation of new fiberglass wind fairings, the removal of the existing stiffening truss, cable investigation and orthotropic deck test sections on this busy suspension bridge over a navigable waterway. Mr. Groesbeck developed the erection procedure for the wind fairings utilizing vacuum lifters to set the fairings to improve schedule and complete the project ahead of schedule. Oversaw highly complicated MPT operations which included 2 way traffic on the Bronx bound side of the bridge. Responsibilities also included management of subcontractors, CPM maintenance, cost reporting/ tracking and change order processing. Owner's Contract Information: Mr. Carl Redmond, P.E., MTA Bridges & Tunnels, Telephone: 718.904.4329

Newark International Airport P-4 Parking Garage, Newark, NJ (1999-2002)

As Project Manager, William oversaw the new construction of the \$96+M parking garage, consisting of structural steel and double-T precast. Work included foundation work in Elizabeth River tributary and installation of caissons. He developed the detailed erection sequence critical to this fast-track project and CPM. Multiple architectural finishes were applied as specified by the Port Authority of NY & NJ. Owner's Contract Information: Mr. Richard Behnke, P.E., Port Authority of New York and New Jersey, Telephone: 646.772.5076, rbehnke@panynj.gov

Cable Rehabilitation and Reconstruction RFK (1997-1998, CC \$16,500,000+)

Project Manager responsible for unwrapping, wedging, oiling, and resealing both main cable bundles of the RFK (Triboro) Bridge. His work included individual cable wire repairs, compacting and rewinding main cables, re-torquing all saddle bolts, and the erection of cable platforms. He managed this work on a cable-supported bridge in New York that is over a navigable waterway.

EDUCATION

BS, Civil Engineering, Union College □

Continuing Engineering Program; Railway Bridges, Inspecting, Rating and Upgrading; George Washington University

TRAINING / CERTIFICATIONS

National Association of Corrosion Engineers N.A.C.E. - Session I, January 1997 N.A.C.E. - Session II, April 1998

Paul Marcello
Project Superintendent

Tully Construction Co., Inc.

Education:

Bachelor of Civil Engineering, Stevens Institute of Technology, Hoboken New Jersey, 1999

Key Qualifications:

Seventeen years experience in heavy civil/highway construction and industrial building construction, including design/build projects.

Professional Experience:

Atlantic Yards/LIRR VD Yard Relocation (Forest City Greenland Partners) – As Project Superintendent, oversees the construction of foundations and utility infrastructure of the new Atlantic Yards Railyard, Atlantic Avenue Tunnel Extension, and overbuild for future structures.

Replacement of the Shore Parkway Bridge over Fresh Creek Basin (NYCDOT) - As Project Superintendent, oversaw the construction of a new six lane bridge and ¾ mile on grade portion of roadway. Work included construction of a temporary bridge structure, cofferdam construction, new bridge structure, storm sewer trunk lines, sanitary force mains, and concrete pavement.

Construction of the Charleston Annex Bus Facility (NYCTA – MTA Buses) – As Project Superintendent, oversaw the construction of a new bus depot. Work included site work, new building construction with associated MEP work, tank installations, drainage and sanitary sewer construction, and parking lot construction.

Rehabilitation of the Northern State Parkway (NYSDOT) - As Project Superintendent, oversaw the rehab of seven miles of roadway including milling of existing pavement, and placement of new asphalt concrete.

Reconstruction of Manhattan Ave. Bulkhead (NYCDDC) - As Project Superintendent oversaw the construction of a new section of bulkhead and park area along Newtown Creek. Work included pile drilling, cast in place concrete substructures, precast concrete deck placement, drainage and water main construction.

Rehabilitation of Sutter Ave (NYCDDC) - As Assistant Superintendent, assisted Project Superintendent in daily activities for the project, consisting of, new sanitary, storm and water utilities, as well as the demolition and construction of new street pavement.

Reconstruction of the Whitestone Expressway (NYSDOT) - As Assistant Superintendent, assisted Project Superintendent in daily activities for the project, consisting of reconstructing the Whitestone Expressway. Work included removal and reconstruction of storm drainage lines, sign structures, pavement, as well as the elevated section of highway over the Van Wyck Expressway, and the removal and replacement of the bridge over the Flushing River.

Reconstruction of the Approach Pavement at the Verrazano Narrows Bridge – (MTA) – As Assistant Superintendent assisted Project Superintendent in daily activities for the project, consisting of new storm utilities, as well as the demolition and construction of new concrete pavement.

World Trade Center Emergency – Assisted Project Superintendent in the recovery and reconstruction efforts.

Rehabilitation of the Staten Island Expressway (NYSDOT) – As Project Engineer assisted the Project Superintendent and Project Manager in daily planning and execution of the field activity. Also, tracked quantities for payment and assisted in the coordination of subcontractors.

Middlesex Landfill Cap and Cover (MCUA) – As Project Engineer, assisted the Project Superintendent and Project Manager in daily planning and execution of work associated with the lining and capping of a landfill. Also, tracked quantities, prepares engineering submittals, and coordinated subcontract work.

Professional Data:

Engineer in Training, (EIT), 1999

OSHA 10

OSHA 30

MTA Track Safety Training

LIRR Track Safety Training

Double Wall Tank Sump Installation Training

DOT Reasonable Suspicion Supervisor Training

CONSTRUCTION PROJECT MANAGER

Robert E. Corcoran
130 Irving Place
Rutherford, New Jersey 07070
(201) 935-8485

Thoroughly experienced Civil/Project Engineer with a significant background in Project Management/Coordination, Administration, Cost Control as well as Contract Negotiations and Vendor Relations.

ACCOMPLISHMENTS AND RESPONSIBILITIES

Directed all aspects of heavy construction projects from estimating through construction to completion.

Supervised in a wide scope of projects which include airport runway and taxiway rehabilitation, bridge construction, highway construction, and sewer and water main construction with contract amounts up to \$ 40 million.

Directly responsible for all components of project management including item take-off and job estimating; purchasing; subcontractor negotiations and procurement; project bidding; cost control: payment submissions; preparation of subcontractor payment vouchers; and extra work order negotiations.

Coordinated daily operational aspects at job sites with agency representatives, job superintendents, subcontractors, and vendors.

Analyzed field construction problems for resolution in an expeditious and cost effective manner.

Experienced with local municipal, state, and private agencies including: New York City Department of Transportation; New York City Department of Environmental Protection; New York City Economic Development Corporation; New York State Department of Transportation; and The Port Authority of New York and New Jersey.

Tully Construction assigned Project Manager for a series of projects requiring full involvement of all aspects of work. Responsibilities include coordination of all submittals, payments, correspondence, change orders, negotiating subcontract agreements and material contracts, overseeing documentation of daily labor and material usage, while reporting progress and issues to the Vice President of Engineering.

- ❖ 1/12 to Present – JFK-104.003 – Rehabilitation of Taxiway P at JFK Airport - \$ 24 million

- ❖ 9/11 to Present – LGA-124.137 – Rehabilitation of Parking Lot 1 at LaGuardia Airport
- \$ 2.2 million
- ❖ 9/11 to Present – TEB-924.601 – Safety Enhancement Design/Build of an Engineered Arresting System at Teterboro Airport - \$ 2.1 million
- ❖ 4/10 to Present - GWB-244.064A – Pavement Replacement on Lower Level WB Spans and Trans-Manhattan Expressway Lower Level Roadways - \$ 8 million
- ❖ 4/09 to 6/11 - JFK-174.009 – Rehabilitation of Taxiway Y at JFK Airport - \$ 8.5 million
- ❖ 12/08 to 1/11- JFK-1013 –Rehabilitation of Taxiway YA and KA Holding Pad at JFK Airport - \$ 28 million
- ❖ 4/08 to 11/09 – EWR-154.022 - Site Preparation and Installation of Engineered Material Arresting System at Newark Airport - \$ 4 million
- ❖ 3/08 to 4/10 - JFK-144.007 –Pavement Rehabilitation of the Van Wyck Expressway at JFK Airport - \$ 7.5 million
- ❖ 9/07 to 1/10 – JFK-164.005 - Site Preparation and Installation of Engineered Material Arresting System at JFK Airport - \$ 6.5 million
- ❖ 8/07 to 5/10 - LGA-127.064A – Rehabilitation Taxiway B at LaGuardia Airport - \$ 5 million
- ❖ 9/06 to 6/07 – TEB-144.001 - Site Preparation and Installation of Engineered Material Arresting System at Teterboro Airport - \$ 3 million
- ❖ 4/06 to 5/10 – LGA-700 – Runway Deck Conduit Externalization - \$ 700,000
- ❖ 5/05 to 9/05 – LGA-124 065 – Repair of Engineered Material Arresting System at LaGuardia Airport - \$ 1.5 million
- ❖ 5/05 to 7/07 – JFK-927 – Safety Area Improvements for Runway 13L and 13R Approach Ends at JFK Airport - \$ 10.5 million
- ❖ 12/04 to 11/09 – JFK-920.612 – LRS Main Substation Perimeter Wall at JFK Airport - \$ 1 million
- ❖ 8/04 to 5/09 – JFK-952 – Rehabilitation of Runway 13L-31R at Jfk Airport - \$ 24 million
- ❖ 8/03 to 1/10 - LGA-686 – Utilities Rehabilitation Along Runway Drive at LaGuardia Airport - \$ 6.5 million
- ❖ 6/03 to 7/03 – JFK-EMAS - Repair of Engineered Material Arresting System at JFK Airport - \$ 100,000
- ❖ 11/01 to 10/02 – JFK-FAB - Site Preparation and Installation of Engineered Material Arresting System at JFK Airport - \$ 1.7 million
- ❖ 9/01 to 12/05 - HBQ-1110 – Replacement of the 91ST Street Bridge Over The Long Island Railroad in Queens, N.Y. - \$ 6 million
- ❖ 8/01 to 3/09 - JFK-905 – Rehabilitation of Runway 4R/22L at JFK Airport - \$ 40 million
- ❖ 4/01 to 8/03 – LGA-900.122 – Drainage Replacement For Delta Shuttle and Runway 13L-31R at LaGuardia Airport - \$ 1 million
- ❖ 12/99 to 1/03 – JFK-841 – Repaving of Federal Circle at John F. Kennedy Airport - \$ 5 million

- ❖ 8/99 to 3/03 – JFK-847 – Rehabilitation of Runway 4L-22R at John F. Kennedy Airport
-\$ 14 million
- ❖ 10/99 to 7/01 – D257975 – Rehabilitation of the Martin Luther King Expressway in Staten Island - \$ 7 million
- ❖ 11/98 to 1/00 – LGA-617 – Road Rehabilitation at LaGuardia Airport – 1.3 million
- ❖ at JFK Airport - \$ 5 million
- ❖ 10/97 to 10/00 - LRS-074.001 – CTA Utility Verification and Relocation at LRS Alignment at JFK Airport - \$ 800,000
- ❖ 10/97 to 10/02 – JFK-821 – Rehabilitation of Taxiways P and C at JFK Airport - \$ 12 million
- ❖ 6/97 to 6/99 – JFK-813 – Repave Taxiways F, FA, H, and Z at JFK Airport - \$ 6 million
- ❖ 8/96 to 11/97 – D256952 – Milling and Paving at Various Locations in Bronx, N.Y.
-\$ 1.5 million
- ❖ 5/96 to 5/97 – JFK-950.106 – IAB Apron Pavement Maintenance and Repair at JFK Airport - \$ 1.5 million
- ❖ JFK-FAB, JFK-EMAS, LGA-124.065, TEB-144.001, JFK-164.005, EWR-154.022
- ❖ Site Preparation and Installation of Engineered Material Arresting Systems at Port Authority Airport Runway Overruns. Average Cost \$ 5 million

❖ EMPLOYMENT HISTORY

5/96 to Present	Tully Construction Co., Inc Project Manager
7/85 to 5/96	Buckram Industries Corporation/Van-Tulco Inc. Project Manager/Project Engineer
2/85 to 6/85	Peduto Excavating Corporation Project Engineer
12/81 to 2/85	Statbrook Contracting Co., Inc. Project Engineer
6/73 to 12/81	N.Y.C. Bureau of Water Supply Assistant Civil Engineer

EDUCATION

B.S. Civil Engineering – 1973
Newark College of Engineering
(Presently New Jersey Institute of Technology)

FRANK DALY
78-64 86th Street
Glendale, New York 11385

EDUCATION:

- 1970 New York City Community College - Surveying
- 1970-1971 Queens Evening Trade School
General Blue Print Reading and Estimating
- 1975 Institute of Design and Construction Surveying
Blue Print Reading and Estimating

WORK EXPERIENCE:

- 1977-Present **Willets Point Contracting Corp. & Tully Construction Co. Inc.**
Flushing, New York
- Equipment maintenance and dispatching.
 - Manager of several million dollars worth of equipment.
 - Superintendent of approximately 25 maintenance mechanics.
- 1974-1977 **Starrett Bros. and Eken**
Brooklyn, New York
- Assistant Site Superintendent at the Starrett City Housing Development.
- 1966-1977 **Columbia Asphalt and Tully & DiNapoli, Inc.**
- Various capacities as office manager, assistant job engineer, supervisor for equipment and maintenance, road construction, etc.

References furnished upon request

JOSHUA D. COPPES

SUPERINTENDENT

EDUCATION: Iowa State University, Ames, Iowa
Bachelor of Science Construction Engineering, December 1998

WORK EXPERIENCE:

Tully Construction Co. Inc.: 1998 to Present
Project Superintendent

2010 to present: 2nd Ave Subway 96th Street Station
NYC MTA
\$650M+

Two contracts for Tully in JV with EECruz. Contract C-2605 formed rough station enclosure under 2nd Ave at 96th street, and Contract C-26010 provides station finishes and full completion to dedication scheduled for 2017.

2008 to 2010: Randalls Island Sports Field Development
Randalls Island Sports Foundation (RISF)
\$98m+, two contracts

Rehabilitation of sport's facilities of Randall's Island Park (360 Acres) completed in 2010 by Tully Construction. The project covers most of the island underneath the RFK Bridge and consisted of reconstructing and adding approximately 60 new state of the art athletic fields to the park, as well as new restroom facilities, parking, water fountains, lighting, bleachers, dugouts, backstops, signage, and commemorative plaques. New field irrigation, as well as drainage and roadways for most of the island were installed as well.

2006 to 2008: Rehabilitation of Joralemon Tunnel
NYC MTA
\$18,000,000+

Planned construction sequences and supervised all work on fast track rehabilitation project as follows:

- Removal of deteriorated concrete and rebar on crown of cast iron tunnel for 2,500 lf in two tunnels
- Reconstruction tunnel roof with wire mesh and shotcrete
- Repair of structural steel
- Repair leaks in tunnel
- Installation of electrical cable and appurtenances
- Coordination of GC work and subcontractor work with Agency personnel and track outages

**2003 to 2006: Rehabilitation of Brooklyn Battery Tunnel
NYC TBTA
\$65,000,000+**

Planned and supervised all work on tunnel roadway and vent shaft reconstruction as follows:

- Milled asphalt roadway and removed unsound concrete throughout tunnel roadways
- Planned alternate construction means and methods to reduce durations of tunnel shutdowns
- Replaced concrete subbase and roadway asphalt
- Replaced leaking 6" fireline sections embedded in wall of tunnel
- Removed and replaced wall tiles
- Removed and replaced catwalk

**2001 to 2003 Hudson River Park Segment 4
Hudson River Park Trust
\$24,000,000+**

Supervised all trades and coordinated subcontractors:

- Planned and supervised installation of all underground utilities for park features, comfort stations, water features, site electrical and lighting
- Installed concrete subbase and colored concrete features including seat walls, structural walls, and decorative walls
- Laid out and coordinated forming and construction of stepped water channel on playground pier
- Value engineered construction sequence such as concrete seat wall footings and IP wood decking layout and installation

Assistant Superintendent/Field Engineer

**1998 to 2001: West Side Highway Segment II
NYSDOT
\$85,000,000+**

Assisted project superintendent to direct work crews, plan and schedule construction activities and coordinate subcontractors:

- Installed concrete roadway
- Relocated and/or replaced utilities: water, storm and sewer
- Electrical reconstruction and upgrades

KEVIN E. LYNCH
142 Ketay South Drive, East Northport, NY 11731

PROJECT MANAGER/ Tully Construction Co. Inc. Flushing, N.Y.,

March 2005-Present

Project Manager - Tully Construction Co. Inc.

The Atlantic Yards Project **\$6,500,000.00+**
LIRR Vanderbilt Yard Relocation stage 2B

The Atlantic Yards Project **\$50,000,000.00+**
LIRR Vanderbilt Yard Relocation stage 2 & Carlton Avenue Bridge
Contract AY101 & AY105

NYSDOT Ocean Parkway and Robert Moses State Park **\$33,217,476.85**
Traffic Circle Emergency Repairs (Sandy)
D262250

LGA Runway Status Lights Program **\$1,325,000.00**
At La Guardia Airport

NYCDPR RG-813M **\$3,837,000.00**
Emergency Protection Measures in Staten Island (Sandy)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION **\$59,289,069.00**
D260717 Nassau Expressway Rehabilitation

JFK AMERICAN AIRLINES
JFK-1572-21-01 American Airlines Terminal Redevelopment **\$5,800,000.00**

NEW YORK CITY TRANSIT
Joralemon Tunnel Rehabilitation Contract C-33293 **\$19,000,000.00**

JFK AMERICAN AIRLINES
JFK 1585-00001 American Airlines Taxiway T & S **\$1,130,000.00**

THE PORT AUTHORITY OF NY & NJ Contract JFK 144.025 **\$10,405,500.00**
Relocation of Taxiway A West

BATTERY PARK CITY AUTHORITY Contract Site 2A **\$782,000.00**
Second Place Sewer Installation

Project Manager – Dovin Construction Co.

NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY \$7,635,000.00
PS 194

Project Manager – Precision Mechanical Co.

MTA Contract C-43001 \$800,000.00
Communication Room Construction - 44 Locations

NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY \$839,000.00
New Dorp High School

ESTIMATOR/ Yonkers Contracting/Yonkers, N.Y.,

July 2003-March 2005

- Estimated and prepared detailed bids for the D.E.P., D.O.T., M.T.A. and Amtrak
- Performed quantity takeoffs and material pricing
- Identified and qualified pre-bid conditions with engineers
- Qualified scope of work with subcontractors and vendors
- Negotiated materials and services with subcontractors and vendors

PROJECT MANAGER/ Dovin Construction/Deer Park, N.Y.,

July 2002-July 2003

- Performed all aspects of construction management for a multi-million dollar design build project
- Identified scope of work and compared it to signed contract
- Qualified estimated material and labor spreadsheets
- Issued purchase orders and acquired material based on quantity takeoffs
- Developed schedules and timelines to meet completion dates
- Directed and coordinated supervisory and labor crews, contractors and subcontractors
- Inspected contract work and maintained compliance with plans and specifications
- Prepared daily reports tracking labor output and material usage
- Identified design changes and prepared change orders
- Maintained and adjusted skilled manpower through working relationships with union delegates

ESTIMATOR/ Durr Mechanical/New York, N.Y.,

May 2001-July 2002

- Estimated and prepared detailed bids for Con Ed and Key Span power plants
- Performed quantity takeoffs and material pricing
- Identified and qualified pre-bid conditions with engineers
- Qualified scope of work with subcontractors and vendors
- Negotiated materials and services with subcontractors and vendors

PROJECT MANAGER, ESTIMATOR/ Precision Mech. /Hauppauge, N.Y.,

Aug. 1999-May 2001

- Performed all aspects of construction management
- Prepared bid proposals and contracts based on materials, labor and overhead
- Reviewed signed contracts and compared them to initial proposals
- Compiled material submittals; prepared logs and transmittals
- Established project budgets and administered spending and cost controls
- Performed quantity takeoffs and material pricing
- Coordinated with sub-contractors to allow for maximum work progress
- Procured equipment, labor and materials to conform to work schedules
- Inspected work to ensure conformity with specifications and construction schedules

COMPUTER SKILLS:

HCSS, Estimation Inc., Expedition, Microsoft Word, Excel and Project Planner

EDUCATION:

Rochester Institute of Technology, Rochester, N.Y. 1993-96

Suffolk County Community College, Selden, N.Y. 1990-93

A.A. in Liberal Arts

In Service Training

OSHA 30 1926 Tully in house program

Robert Scaglia, P.E.

80 Henning Drive
Fairfield, NJ 07004
(973) 882-7580

Career Objective: Career advancement and an opportunity to contribute to the growth of a progressive company using my background in Civil Engineering.

Experience:

1997-present

Tully Construction Company Inc.

Title:

Project Manager

Contract # D260298; Route 9A West Street Promenade \$80 Million

Contract # BED766; Construction of Water main connection to shaft 21B N.Y.C.D.D.C. My responsibilities included the supervision and coordination of all job personnel in the performance of daily work activities. All aspects of this contract were put forth with my approval.

Work included:

- The design, installation and tie in of the new 72" trunk main for connection to shaft 21B on Kent Avenue.
- New 20" and 12" distribution mains.
- New sewers and manholes on concrete cradles.
- New catch basins and chute connections.
- Installation of a new Con Edison system along with maintenance and support of the existing one.
- New fire alarm system.
- New street lighting and traffic system.
- New curbs and sidewalks.

Contract #D257144; Reconstruction of West Side Highway Segment 2 N.Y.S.D.O.T. Involved in all aspects of this \$90,000,000 reconstruction project, including the daily deployment and planning of work crews, equipment and machinery. Required to assist and supervise all subcontractor work and coordinate with our daily operations. Performed the design and layout of our new 60" steel trunkmain, including the steel H-pile system upon which it was supported.

Work included:

- New 12" and 20" distribution mains.
- New 12" gas main installation
- New catch basins and chute connections
- New irrigation system for a planting zone built inside low profile concrete barriers Separating vehicular traffic.
- New streetlight and traffic light system.

- New pedestrian walkway along southbound roadway, which consisted of granite curbs and pavers along with a planted buffer zone to separate the new bicycle path (asphalt) from the new walking path (pigmented concrete sidewalk).
- New R.C.P. sewer on steel piles.
- Construction of new tide gates for overflow control during peak storms.
- New finished concrete roadway.
- A complete upheaval of the existing Con Edison and ECS systems, including new duct work and manholes.
- All of the above work was accomplished while maintaining the existing systems as well as vehicular and pedestrian traffic throughout the project.

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Reconstruction of 145th Street, Over Harlem River – NYC/DOT \$70 Million – 7/2007 - 2009

- Project had 3 major elements:
- The elevated spans
- The swing spans
- The approaches
- The elevated approach spans

W.T.C. Recovery and Restoration-NYC/DDC & NYS/DOT. Some responsibilities included the removal of site debris in coordination with the rescue and recovery units of the Police and Fire Departments. Deployment and set-up of multiple crane operations, in consultation with design engineers, in order to safely extract building beams and girders. The building of temporary roads as avenues to further advance equipment set-up for the removal process. Access and prepare areas for slurry wall tie backs to secure basin around site. Responsible for temporarily restoring the depleted area of West Side Highway along with all subsurface drainage, water main and utilities. This included the restoration of the urban design in front of the World Financial Center buildings and the erection of a steel pedestrian bridge at Rector St. over the West Side Highway for commuter and residential access into Battery Park City.

Contract #LGA900.122; Drainage and Taxiway Replacement. Port Authority of New York
 This \$1.2M project included the installation of a new drainage system and finished concrete roadway, along with the replacement of existing taxiway pavement and lighting facilities.

Contract # BED-769; Valve and Regulator Replacement- Various Locations Brooklyn N.Y.C.
 Department of Design and Construction. This \$5.7M project required the installation of new Butterfly and Regulator valves and chambers to connect and isolate the cities trunk main supply to its distribution main system. This involved replacing portions of large and small diameter water mains as well as the re-structuring of subsurface utility systems.

STUYVESANT COVE MANHATTAN; E.D.C. \$12M

Provided 2-trunk water main lines from existing 48" water main on 2nd Ave to feed Con Edison's power plant on Ave C. This work included sheeting and decking system in order to hang the multiple utility facilities during excavation while maintaining proper protection of traffic. Support and protection of the utility systems were maintained while installation and incorporation into service of a new system was achieved. The project required the disposal of

both solid and liquid contaminants from the site. This was achieved by setting up various pumping systems to frat tanks and then the disposal off-site of the contaminants via tanker trucks to the approved waste facility.

CONTRACT # HBX1029 ; RECONSTRUCTION OF THE 145TH STREET BRIDGE

City of New York Department of Transportation Division of Bridges.\$70M

Responsible for the supervision of all civil work pertaining to this contract including:

- Demolition and excavation of approach slabs.
 - Removal of concrete superstructure slabs via land and barge cranes.
 - Retaining wall demolition including abutments.
 - Sheeting design and installation.
 - Maintenance of traffic including logs and documentation of daily traffic patterns.
 - Drainage and utility installation on approaches and structurally supported beneath spans.
 - Lightweight concrete fill of span 2
 - Demolition of piers 1 & 2.
 - Curb and Sidewalk.
 - Concrete roadway and joint sealing.
 - Asphalt paving, striping and waterproofing slabs.
- Subcontractor responsibilities included:
- Granite works; Bridge masonry removal, cleaning, installation, pointing etc.
 - Terra; Tie back installation through abutment walls.

1994-1997

Liro Engineering and Construction Management

Title:

Resident Engineer/Chief Water main Engineer

Contract # HWM416CW-1,HWM416CW-2; Reconstruction of Columbus Avenue.
Handled all aspects of water main construction from pre-construction to final inspection
On both of these combined \$85,000,000 projects.

1988-1994

N.Y.C.DEP. Bureau of Water Supply/Construction Division

Title:

Civil Engineer

Education:

Manhattan College
Riverdale, New York 10471
Bachelor of Engineering-Civil

Certifications:

Professional Engineer-License # 071085
O.S.H.A. Trained and Certified

REFERENCES FURNISHED UPON REQUEST

MATTHEW G. FLYNN
18 Harriet Lane
Huntington, New York 11743

EDUCATION

- 1974 Associate Degree Applied Science
S.U.N.Y. Morrisville
Major Automotive Technology
- 1982 Service Training
Mack Truck of America
Delco Remy Service Clinics
- Certificates: New York State Inspection
N.Y.C. Fire Watch and Burning Licenses

EMPLOYMENT

- 1995 to Present Supervisor of Maintenance for Willets Point Asphalt Corp.
Repairing and maintaining heavy construction equipment
and trucks. Responsible for all reports and logging of work
by maintenance personnel. Purchasing Department
Consultant.
- 1988 to 1995 Plant Superintendent Quality Concrete, Queens, New York,
supervising ready mix concrete plant, includes maintenance
of plant, trucks and all equipment on premises.
Coordinating of plant material and parts for plant
equipment and trucks.
- 1987 to 1988 On site supervisor in charge of all operation at the Bergen
County Utility Authority Transfer Station. This Transfer
Station moved up to 4,000 tons on a daily basis with 5
Dresser 560 payloaders working virtually around the clock.
- 1986 to 1987 Plant Superintendent Scaccia Concrete, Bronx, New York,
supervising ready mix concrete plant, includes maintenance
of plant, trucks and all equipment on premises.
Coordinating of plant material and parts for plant
equipment and trucks.

1978 to 1986

Willets Point Contracting Corporation, Flushing, New York,
Responsible for repairing and maintaining heavy
construction equipment and trucks. Responsible for various
managerial functions, writing up reports and logging work
completed by maintenance personnel, etc. Purchase
Department Consultant.

YEARS EXPERIENCE WITH FIRM: 10

YEARS EXPERIENCE WITH OTHER FIRMS: 13

EDUCATION:

B.S., Environmental Technology, Cornell University, 1987
M.Eng, Agricultural and Biological Engineering, Cornell University, 1989
J.D., Law, Touro College, 1999
40-Hour OSHA HAZWOPER Course, 1990
8-Hour OSHA HAZWOPER Refresher Course, 2012

PROFESSIONAL REGISTRATION(S):

P.E.: New York - No. 072513 (1995)
J.D.: New York - No. 3904695 (2000)

CURRENT RESPONSIBILITIES:

Project Manager responsible for providing engineering design, regulatory, compliance, and permitting services for solid waste management facilities and construction projects. Provides environmental due diligence services for property transactions and prepares site investigation, remediation, and restoration work plans.

SUMMARY OF EXPERIENCE:

Subway Extension, Manhattan, NY, MTA/LIRR. Environmental Manager for construction of subway. Work included disposal characterization of approximately 385,000 tons of contaminated spoils including soil impacted by a former manufactured gas plant. Additional tasks included developing a community air monitoring program and environmental compliance program.

Site Remediation Various Locations, Queens, NY, Confidential Client. Project Manager for remediation of mercury contamination at various well stations. The remediation included work in Level B PPE and management of over 500 drums of mercury contaminated waste and restoration included coating of 20 facilities.

Residuals Management, New York, NY, Confidential Client. Project Manager for several residual management and beneficial use contracts for various municipal wastewater treatment plants.

Brownfield Remediation, Manhattan, NY, Confidential Client. Project Manager for a remediation of a petroleum contaminated site under the NYSDEC Brownfield Program. Remediation included construction of a cutoff wall to eliminate intrusion of groundwater from off site sources and removal of over 19,000 tons of contaminated soil and 26 underground storage tanks.

Remediation of Petroleum Contaminated Sites, Manhattan, NY, Confidential Client. Project Manager for construction and start up of groundwater treatment systems and soil vapor extraction systems at four contaminated sites in Manhattan and the Bronx.

Railyard Construction, Queens, NY, MTA/LIRR. Project Manager for a demolition and environmental remediation project at Sunnyside Yard to prepare site for East Side Access construction project. The project involved demolition of three multi-story buildings and removal of contaminated materials from a 24 acre site.

Railyard Construction, Manhattan, NY, MTA/LIRR. Project Manager for an East Side Access environmental remediation project at Grand Central Terminal involving removal of asbestos and hazardous and non-hazardous railyard materials.

Sewage Treatment Plant Upgrade, Brooklyn, NY, Confidential Client. Project Manager responsible for characterizing contaminated soil to be excavated for the construction of an upgrade to a sewage treatment plant.

Fill Material Transfer Station, Bronx, NY, Confidential Client. Project Manager for the design of and permitting for a fill material transfer station.

Transportation Company, Various Locations, NY, Confidential Client. Project Manager responsible for researching brownfields and voluntary cleanup program requirements for potential property transactions.

Site Characterization, Brooklyn, NY, New York City Department of Design and Construction. Project Manager responsible for conducting a site investigation for a road reconstruction project to define the presence and extent of hazardous waste and contaminated materials and to coordinate its disposal.

Defense Manufacturer, Bethpage, NY, Confidential Client. Project Manager responsible for a hazardous waste remediation program to remove property from New York State's registry for hazardous waste sites.

Defense Manufacturer, College Point, NY, Confidential Client. Project Manager responsible for conducting a soil and groundwater investigation for metals contamination from a former metal plating operation.

Transportation Company, Suffolk County, NY, We Transport, Inc. Project Manager responsible for the preparation of a compliance audit of 35 storage tanks and additional chemical storage areas at seven bus maintenance facilities.

Westside Highway, New York, NY, Tully Construction Company. Project Engineer responsible for preparing health and safety and material handling plans for highway construction projects.

Due Diligence for Property Transactions, Queens, NY, Confidential Client. Project Manager responsible for conducting document reviews, site investigations, and remedial activities for various property transactions.

Site Remediation, Bronx, NY, Confidential Client. Project Manager responsible for conducting a site investigation and developing a remediation strategy under a state voluntary cleanup program.

Waste Treatment Plant Construction, Flushing Bay, NY, New York City Department of Environmental Protection. Project Engineer responsible for the preparation of a field sampling plan for a soil boring

program used to classify 450,000 cubic yards of soil, which is to be excavated for the construction of a combined sewer overflow (CSO) retention facility.

Waste Treatment Plant Construction, Flushing Bay, NY, *New York City Department of Environmental Protection.* Project Engineer responsible for assisting a contractor to classify waste under 6NYCRR Part 360 regulations to minimize disposal costs for the initial phase of a combined sewer overflow (CSO) construction project.

Fresh Kills Landfill, Staten Island, NY, *New York City Department of Sanitation.* Project Engineer responsible for preparing a health and safety plan, an erosion control plan, a stormwater pollution prevention plan and Notice of Intent, a construction contingency plan, a construction water management plan, and a wetlands mitigation plan for a leachate management construction project.

Private Hospital, Bronx, NY, *Jewish Homes and Hospitals.* Project Manager responsible for the preparation of soil and groundwater remediation plans for leaking underground storage tank sites.

Sampling at a Bulk Fueling Facility, Oceanside, NY, *Confidential Client.* Project Engineer responsible for conducting a soil and groundwater investigation to develop a corrective action plan for a petroleum spill.

Environmental Site Assessment for a Paper Mill, Augusta, ME, *Confidential Client.* Project Manager responsible for conducting an environmental site assessment and preparing permits for transfer of the site's ownership.

Compliance Audit for a Municipality, Hempstead, NY, *Town of Hempstead.* Project Manager responsible for preparing a compliance audit for 94 of the Town's storage tanks. Instituted a compliance plan that included tank registrations, abandonments, removals, and modifications. Prepared budget estimates and a compliance schedule.

Oliver Municipal Landfill Closure, Southeastern, MI, *Michigan Department of Environmental Quality.* Project Engineer responsible for preparing closure design drawings and technical specifications, including stormwater and landfill gas control systems.

Site Investigation and Cleanup, Farmingdale, NY, *Confidential Client.* Project Manager responsible for a site investigation plan for an illegal solid waste disposal site, including soil gas surveys, test pit excavations, and sampling. Negotiated corrective action measures with the New York State Department of Environmental Conservation and coordinated the removal of solid wastes and the site's closeout program.

Closure Plan for a Pulp and Paper Mill, Western MA, *Confidential Client.* Project Engineer responsible for preparing closure plans and an operations and maintenance manual for a sludge landfill.

Remediation Work Plan for a Plating Facility, Farmingdale, NY, *Confidential Client.* Project Engineer responsible for preparing a remediation work plan for metal-contaminated soils.

Site Investigation for a Land Developer, Holbrook, NY, *Confidential Client.* Project Manager responsible for the preparation of a site investigation and a restoration plan for a residential development.

Outfall Design for a Munitions Manufacturer, Eau Claire, WI, Confidential Client. Project Engineer responsible for designing an outfall system for treated groundwater.

Solid Waste Processing Facility Design and Permitting, Brooklyn, NY, Confidential Client. Project Manager responsible for preparing design drawings, permit applications, and an engineering report for a sort, bale, and transfer operation.

Solid Waste Transfer Stations, New York City, NY, Various Clients. Project Manager responsible for modifying facility designs to comply with local and state regulations. Prepared permits for solid waste operations and air emissions and conducted environmental impact studies to determine if the facilities would affect air quality, ambient noise levels, and traffic congestion.

Closure Plan for an Oil Refinery, Superior, WI, Confidential Client. Project Engineer responsible for preparing closure and long-term maintenance plans for an industrial land disposal site. Evaluated land and soil testing data to document tank failures and remedial cleanup programs.

Resource Conservation and Recovery Act (RCRA) Facility Investigation Work Plan for a China Manufacturer, Pomona, NJ, Confidential Client. Project Engineer responsible for the preparation of a RCRA facility investigation (RFI) work plan for an industrial solid waste management site.

Sampling for a Hospital Products Manufacturer, Southern, CT, Pfizer, Inc. Project Engineer responsible for coordinating wastewater sampling and preparing wastewater discharge permit applications.

Daniel T. Scully

294 Sixth Avenue
St. James, NY 11780

Highlights of Qualifications

- Superior communication skills; oral and written
 - Team leader with excellent motivational skills
 - Capable handling diverse responsibilities
 - Adaptable to new assignments and challenges
 - Experienced in all levels of business management
 - Highly computer literate - Windows 95, MS Excel, MS Word, MS Access, Internet
-

Work History

1998 – Present

Tully Environmental, Inc., Flushing, NY – Vice President

Supervise and coordinate all environmental operations company wide. Oversight of all permitting processes and coordinate with regulatory offices including NYSDEC, NYCDEP. Establish and maintain relationships with qualified vendors for all subcontracted work. Oversight of daily operations for affiliated companies and operations. Responsible for profitability and cash flow management. Develop and implement new corporate business strategies which take advantage of existing business advantages and tie ins.

1993-1998

Tully Construction Co., Inc., Flushing, NY - Operations Manager

Oversight of Tully owned affiliates with emphasis on new business development and systems management. Implemented new accounting software and developed peripheral databases to streamline accounting and billing procedures. By eliminating redundant activities, successfully consolidated management of three companies. Currently manage company budgets, cash flow, receivables and payables. Generate monthly reports including profit and loss statements. Develop new customers while expanding services to existing customers. Attain a high degree of client satisfaction through improved information management and communication. Provide strategic and technical support for multi-million dollar construction contracts and presentations.

1987-1993

Earthgro, Inc., Glastonbury, CT - Vice President Procurement, Regional Sales Representative, Distribution Manager

Provided supervision and coordination for all raw material procurement within company. Negotiated fee-generating contracts with private and public entities for recyclable organic material. Acted as company spokesman for media, community and government relations at Long Island composting facility. Regional sales representative covering eastern Pennsylvania and New Jersey establishing new local accounts and servicing national and regional clients. Distribution manager coordinating production schedule, transportation and customer requirements.

Education

Graduated 1981

Cornell University, Ithaca, NY
Bachelor of Science - Business Management
Captain Varsity Football

References Available

Christopher Bombard
30-61 74TH Street
Jackson Heights, NY 11360
Email: cbombard@hotmail.com

October 2005-

Tully Construction, Flushing, New York

Estimator

- Estimated Bids
- MTA NYCTA, LIRR, Ranging from 11 million to 50 million
- PANYNJ-JFK,LGA,TEB,NEW, from 1.5 million to 35 million
- NYCSD- 187 million

November 2004-September 2005

D. O' Kane Excavations, Dublin, Ireland

Quantity Surveyor/ Project Engineer-

- Projects -8 million EUR Realignment of the R156 Duleek RD & 1 million EUR realignment of the R161 Navan Trim Rd Co Meath
- Inspected & Quantified all items of work with Resident Inspector & Engineer
- Prepared monthly requisitions for payment
- Inspect Quality of work of Subcontractors
- Requested further information from owner representative on Technical Issues
- Coordinated scheduling subcontractors

August 2002-August 2004

Bove Industries, Setauket, New York

Estimator

- Estimator working on a team that was successful in winning over \$55,000,000 worth of work
- Public work: State & Town, Clearing, Demolition, Roads, Drainage, Sewer, Utilities, Earthwork
- Private work Housing Complexes 30-350 Units - Clearing, Roads, Drainage, Sewer, Utilities, Earthwork

September 2001-August 2002 William A. Gross Constr Associates, New Hyde Park, New York

Project Engineer/Assistant Project Manager

- Onsite Supervisor for \$2,000,000 NYC Parks Ground Stabilization Project in lower Manhattan's Elizabeth Eisenhower Park
- Work with senior estimator in successfully winning NYC Parks Construction Projects & Take The Field Foundation - Athletic facility development projects
- Facilitated Specialty Contractors approval process on restoration & development of ornamental iron work.

April 2000-March 2001

MCI-WorldCom, Boston Massachusetts

OSP Engineer / Project Manager

- Estimated the cost and created a budget with a time line to extend the Fiber Optic Network to perspective customers.
- Designed and built Fiber optic cable network paths for the Deck Network & UUNET
- Managed the creation of points of presence in Fidelity Investments Marlboro Communication centre, Clock Tower Place Business Centre & Monster.com
- Permitted the ability to use the Massachusetts State Highway right of way for the placement of a communication conduit.

December 1999-April 2000

GPR, Harvard Massachusetts

Civil Engineer - Contract

- Permitted Raw land for development
- Designed sewage treatment systems & gained approval from Local Board of Health along with State Department of Environmental Protection
- Designed grading plan for new development sites
- Established maximum clearing aloud following conservation laws & wetland protection acts

August 1999-December 1999

Geocomp-Brown J. V., Boston Massachusetts

Engineering Tech - Contract

- Was part of a Team that Monitored the stability of miles of Tunnel Construction on the Massachusetts Central Artery Tunnel Project contact MO26-CAJT
- Monitored the Vibration Caused to surrounding proper-ties during the construction of the tunnels

- Helped create a program to study the accuracy of seismographs and the frequency that they needed to be calibrated.

Education:

June 1999

NORTHEASTERN UNIVERSITY Boston, Massachusetts

Bachelor of Science Degree in Civil Engineering

Registered Engineer in Training State of Massachusetts (FE/EIT)

SEAN M. MCPARTLAND

PROFESSIONAL EXPERIENCE – LICENSED PROFESSIONAL ENGINEER # 16-083914

1998 - Present **Tully Construction Company**

Flushing, NY

2009-2013 Project Manger Belt Parkway NYCDOT 84107BKBR186 \$364,404,000

2003-2009 **Project Manager Whitestone Expressway D259161** \$177,057,000

Responsible for all aspects of project procurement of materials negotiate change order all documentation.

2005-2006 Project manger Rehab Runway 13-31 & Associated Taxiways LGA 124.140 \$21,619,000

2003-2004 Project manger Murray Street Reconstruction NYCDDC HWMWTC \$2,100,000

2002 Assistant Project manger WTC Clean up

1998 - 2002

Assistant Project Manager, Reconstruction of the West Side Highway, Segment 2, D257144 \$89,858,000

- ◆ Responsible for biweekly payments on 90 million dollar, time restricted reconstruction project involving a broad spectrum of work, including temporary construction, underground utilities, foundation, roadway, sidewalk, traffic and lighting, landscaping, etc.
 - Provide thorough quantity reports for contract based on unit pricing system utilizing over 500 items; initiate change order negotiations
 - Invoicing and cost estimating; 10 million dollars in additional work involving NYSDOT, Con Edison, Empire City Subway, MPN, DDC, and Battery Park City
 - Disbursement of payment to subcontractors
- ◆ Responsible for thorough review of contract documents, specifications, and revisions; play crucial role in quality assurance in conjunction with field superintendent
 - Plan take-off and timely ordering of material, including specialized granite, concrete and steel products, required for maintaining critical schedules; acquire, review and approve shop drawings
 - Coordinate with subcontractors regarding daily, weekly, and monthly work schedules in timely, well organized manner establishing sound professional working relationships
- ◆ Other responsibilities include staff supervision, CPM, correspondence, submittal log, daily log

1996 – 1998 **MCP Painting and Construction Company**

Yonkers, NY

Co-Owner/Vice President

- ◆ Accurately and profitably estimated remodeling and new construction projects, involving specialty subcontracts simultaneously.
- ◆ Developed contract language documenting agreed upon prices, schedules, procedures, and responsibilities
- ◆ Overall responsibility for securing clients, scheduling, quality control and involving

1993-1996 **Mutual Redevelopment Houses**

New York, NY

Assistant Director of Restoration

- ◆ Inspect and create written evaluation on all vacant units
- ◆ Interact with outside contractors regarding the scheduling of work on vacant apartments

- ◆ Interface with new tenants regarding the condition of restored apartments

EDUCATION

Manhattan College

Bachelor of Science (May 1995), Chemical Engineering

Masters of Science (December 2001), Civil Engineering

Riverdale, NY

TIMOTHY MOYER
628 Golf Terrace
Union, New Jersey 07083
(201) 687-2672

EDUCATION

1979 Temple University, Philadelphia, Pa
B.A. in Chemistry

WORK EXPERIENCE

1988 - present *Tully Construction Co., Inc.*
Supervisor of a long haul trucking operation. The operation involves hauling solid waste from various transfer stations in the New York City area to different landfills throughout the Eastern United States.

1986 - 1988 *Willets Point Contracting Corporation*
Plant Superintendent to supervise a 24-hour per day solid waste transfer station. The transfer station combined a 1200 ton per day baling operation with an open top trailer loading area. The trailers were loaded for disposal at different landfills in Pennsylvania.

1980 -1986 *Hackensack Meadowlands Development Commission*
Maintained a 2,000 to per day solid waste bailing facility. Familiar with all forms of plant maintenance with specialization in high-pressure hydraulics. Served as shop steward of 58 men for two years. Assisted in contract negotiation as shop steward.

1979 - 1980 *Atlantic Cement Co.*
Dealt with different forms of loading and transportation of Portland Cement.

References furnished upon request

FREDERIC HARTMANN

181 Dwight Street
Oceanside, NY 11572
(516)766-7380 FJHartmann@aol.com

EXPERIENCE
November 2002
Present

Tully Construction Co. Inc., Flushing, New York
Project Manager

March 2000 to
November 2002

Harmat Construction Ltd. Flushing, New York
Partner/Chief Engineer

One of the founding partners of Harmat Construction Ltd., which specializes in General Construction and asphalt paving in the New York City Metropolitan area.

- * Responsible for bidding and managing heavy construction projects, field supervision, contract negotiation, material purchasing and contract billing.
- * Harmat Construction, Ltd. asphalt crews have placed in excess of 380,000 tons of asphalt, meeting specifications for the Port Authority of NY & NJ, New York State Department of Transportation and N. Y. C. Department of Design & Construction.
- * Harmat Construction, Ltd. recently completed a project at LaGuardia Airport which included the installation of a new deicing station, water service building with related mechanical and electrical work, blast fence, storm sewers and asphalt concrete paving.
- * Bid and supervised a successfully completed major runway modification project at JFK Airport. This project included meeting rigid daily time schedules, coordination with other trades and suppliers and the use of a large amount of a 2 hour cure, rapid setting concrete.
- * Assisted in analyzing and obtaining insurance, the preparation of financial reports and reviewing accounts payable.

February 1995 to
March 2000

New York Paving, Inc. Long Island City, New York
Chief Engineer

- * Supervised the engineering department in the bidding and managing of over \$95,000,000.00 of heavy and highway construction projects in New York City and Nassau County.
- * Prepared successful bids on projects which included the installation of sanitary & storm sewers, water mains, roadway construction and the rehabilitation of aircraft runways & taxiways.
- * Oversaw the project managing of ongoing contracts, including processing pay estimates, preparing & updating schedules and insuring all required certifications and documentation had been submitted.
- * Prepared engineering cost analysis and support documentation for a substantial successful claim against New York State Dept. of Transportation. Assisted in the claim presentation and negotiation. The claim included time related damages, uncompensated extra work and the allocation of home office and general condition costs.
- * Prepared backup and negotiated change orders for additional and change of scope work on various New York City and Port Authority of New York & New Jersey projects.
- * Negotiated and executed subcontract agreements and material purchase orders. Responsible for bidding and managing heavy and highway construction projects up to \$60,000,000.00 in the Metropolitan New York area.

May 1983 to
February 1995

Edenwald Contracting Co., Inc. Whitestone, New York
Chief Engineer/Senior Engineer

- * Prepared successful and profitable bids on projects which included the installation of distribution & trunk water mains (up to 60" in diameter), sanitary & storm sewers, roadway reconstruction, highway repair & rehabilitation and the construction of runways & taxiways.
- * Prepared estimates and assisted in negotiating settlements with the various utility companies for costs associated with utility interference, protection, support and delays.
- * Negotiated contracts with subcontractors and major material suppliers.
- * Prepared construction schedules and sequencing.
- * Processed contract documentation, permits and certifications.
- * Worked with field personnel in compiling cost analysis on ongoing construction projects.

May 1980 to
May 1983

Pav-Co Asphalt, Inc., General Contractors Holtsville, New York
Estimator/Project Engineer

- Bid on and supervised the construction of various projects located in Nassau and Suffolk Counties.
- * Prepared labor, equipment and material cost estimates on highway rehabilitation & reconstruction, site work, storm sewer installation and related utility work.
 - * Supervised field labor on NYSDOT projects.
 - * Coordinated subcontractors and material deliveries.
 - * Maintained schedules and field documentation.

May 1979 to
May 1980

Greenman-Pedersen Associates Babylon, New York
Senior Inspector

Inspected road improvement and drainage projects for the New York State Department of Transportation and the Town of Babylon. These projects included the installation of storm sewers, concrete work, roadway excavation, paving and related site work. As the owner's representative, it was my responsibility to insure adherence to the plans and specifications, make adjustments as field condition warranted, maintain daily logs and to certify payment quantities.

EDUCATION

Rochester Institute of Technology
Bachelor of Technology - Civil Engineering
Honor Student

Nassau Community College
Associate in Applied Science
Honor Student

GREGORY PATERNO

EMPLOYMENT EXPERIENCE

1996 - Present

TULLY CONSTRUCTION CO., INC.

Flushing, New York

Project Engineer

- Coordinate and monitor subcontractors.
- Procurement of all project of material.
- Review and submit shop drawings for approval.
- Prepare and review monthly requisition with state and owner's representatives.
- Process change orders and extra work orders.

1982-1996

PATERNO CONTRACTING CORP.

Mount Vernon, New York

Project Manager/Engineer

- Supervise and coordinate all phases of construction on projects from start to finish.
- Select and monitor subcontractors.
- Procurement of all project materials.
- Review and submit shop drawings for approval.
- Prepare and review monthly requisition with state and owner's representatives.
- Job costing and monitoring field production for budget requirements and on time completion.
- Approving all invoices for payment.
- Processing of all change orders and extra work, including final negotiation with owner and engineer.
- Preparation of bids for N.Y.S.D.O.T., CONN.D.O.T., and various municipalities on heavy/highway contracts.
- Working knowledge of H.C.S.S. estimating and job control systems, as well as Lotus spreadsheets.

1980-1982

MASON & HANGER - SILAS MASON COMPANY INC.

New York, New York

Field Inspector

- Inspected and recorded various phases of work preformed by the contractor.
- Assisted resident engineer in preparation of documents for final project acceptance.

EDUCATION

1985

Masters of Civil Engineering

1980

Bachelor of Engineering (Civil Engineering)

1980

E. I. T. Certificate N. Y. State

References furnished upon request.

Franklin U. Santos

1227 Jackson St.
Peekskill, NY 10566

EDUCATION

MANHATTAN COLLEGE, RIVERDALE NY

Bachelor of Science, February 1997

Major: Civil Engineering

CERTIFICATION

Engineer in Training Fall 1997

FAA Certified for escort privileges airside at JFK Airport

Port Authority of NY and NJ Responsible person

OSHA 40 Hour Safety course

OSHA 10 Hour Jobsite Safety

OSHA Confined Space Course

COMPUTER SKILLS

QUEST PAYDIRT AUTOCAD2002

MICROSOFT OFFICE (Access, Word, Excel, PowerPoint, Project)

LANGUAGES

Bilingual English/Spanish

RELATED WORK EXPERIENCE

TULLY CONSTRUCTION COMPANY INC. Flushing, NY

January 1997 to Present Date

Superintendent (Sept 2006 to Present)

Finishing various Work Orders for

1) PANYNJ at JFK Airport T&M

2) NYSDOT at Nassau Expressway \$475,000

Superintendent (July 2006 to August 2006)

NEW YORK CITY PARKS DEPT. Contract M-144-104MA **\$18.178 Million**

EAST RIVER PROMINADE

Superintendent (Jan 2005 to Present)

BATTERY PARK CITY AUTHORITY Contract # 04 - 1489 **\$9.484 Million**

Vesey St. Improvements and Other Work

Superintendent/Project Engineer (July 2005)

BATTERY PARK CITY AUTHORITY Contract SITE 2A **\$782,000**

Second Place Sewer Installation

Superintendent (Dec 2002 to Jan 2005)
PORT AUTHORITY OF NY AND NJ Contract HT 224.047 **\$20.341 Million**
Holland Tunnel Replacement of Fire stand pipe at North & South Tubes, and Ventilation Bldgs.

Superintendent/Project Engineer (NOV 2004)
TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY Contract GFM-418 **\$578,000**
Site Work for Salt Dome at Throgs Neck Bridge

Superintendent /Project Engineer (NOV 2003 TO JAN 2004)
NEW YORK STATE DOT Contract D258791 **WORK ORDER**
L.I.E. Eastbound Construction of Auxiliary Lane at College Point Ramp

Superintendent/Foreman (Sept. 2001 to March 2003) T/M
WTC GROUND ZERO RECOVERY
Work Weekends and as needed during Clean up.

Superintendent/project Engineer (Sept. 2002)
S.U.N.Y. OLD WESTBURY **\$ 1.1 Million**
Power Station Concrete Containment Tank

Superintendent (Oct. 2001 Dec 2002)
NEW YORK CITY PARKS DEPT. Contract M-089-198 **\$4.899 Million**
Reconstruction of Union Square Park South

Superintendent /Project Engineer (April 2002)
NEW YORK CITY DDC Contract HWPARK AVE **\$1.675 Million**
Construction of Pedestrian Ramps and Repaving of Park Ave 66 St to 132 St.

Superintendent/Project Engineer (March 2001 to Oct 2001)
NEW YORK CITY EDC Contract # 169008 **\$5.65 Million**
Construction of Stuyvesant Cove Project

Project Engineer/Assistant Super (Sept 1999- March 2001)
NEW YORK CITY DDC Contract HWQ-232G **\$10.6 Million**
Reconstruction of Baxter Ave. ETC.

Superintendent/Project Manager (May 1998 – Sept 1999)
PORT AUTHORITY OF NY & NJ Contract JFK 134.064 **\$4.978 Million**
Reconstruction of Restricted South Service Road

Junior Estimator (Jan 1997 – May 1998)
*Responsible for take offs of quantities for contract bids
*Contacting subcontractors and suppliers for quotes
*General assistant to senior estimator

Ingrid Lilliana Santos

Objective Pursue a career orientated position in the field of Construction to further develop and utilize my experience.

Experience 2001- Present Tully Construction Co., Inc. Flushing, NY
Quality Manager, Assistant Project Engineer, Office Engineer for construction company specializing in heavy construction, roadway maintenances, and for the following jobs:

2008-2010 Charleston Bus Annex Contract C-40419 \$ 112,900,000.00
 MTA/NYCTA- Design/Build of a multi-storied facility to store and maintain over 200 buses. Quality Staff.

NYCTA Contact Person. Mr. Fred Smith, Fred.Smith@nyct.com – Contact Number (646) 252-3034

- Set up QWP's, Prep-Phase meetings, Audits Internal & External. Verified Certificates of Compliance, Calibration records
- Worked with Quality Manager to ensure effectiveness of quality on site and as per QMS & Section 1J of contract.

2007-2008 Randall's Island Sports Complex Contract 25790002 \$ 78,400,000.00

New York City EDC / RISF - Reconfigure and rebuilt over 60 ball fields in Randall's Island.

New York City EDC Contact Person – Mr. Jawad Assaf, Jassaf@nycdec.com – Contact Number (212) 312-3715

2006-2007 Newtown Creek Contract NC-31G \$304,000,000

Tully Construction Co. Inc. JV- Waste Water Treatment Plant.

NYC/DEP Contract Person – Mr. Michael Borsykowsky, MichaelBo@dep.nyc.gov – Contact Number (718) 595-5921

2005-2006 Jorammon Tunnel Rehabilitation Contract C-33293 \$ 18,000,000.00

MTA/NYCTA- Rehabilitation of Tunnel Walls, steel and electrical repair. Quality Manager Assistant.

MTA/NYCTA Contact Person. Mr. Fred Smith, Fred.Smith@nyct.com – Contact Number (646) 252-3034

- Responsible to establish, analyze and document data to and achieve effectiveness of quality for entire job.
- Performed External Audits on subcontractor's & ensured quality work plans (QWP's) were implemented.
- Submitted to MTA Authorities all site personnel's name, contact information & equipment for security reasons & Tr. Requests 6 weeks in advanced with proper layout of train to staff accordingly
- Communicated daily with yard dispatch for loading and unloading of train & Safety personnel for proper protection train and equipment.
- Issued memos, daily reports, schedules, checklists, RFI's, including necessary sketches for submission.
- Surveyed existing conditions & work completed for quality, scheduling and payment purposes.
- Ordered, cost coded & approved all Materials and Delivery Tickets.

2003- 2005 Brooklyn Battery Tunnel Contract BB-28/BB-81 \$ 64,000,000.00

Tully Construction Co. Inc. / Grace Industries, J.V. - Rehabilitation of Tunnel Roadway, Walls & Water main.

MTA/NYCTA Contact Person. Mr. Fred Smith, Fred.Smith@nyct.com – Contact Number (646) 252-3034

- Worked on site with Project Engineer & Manger on various aspects of job: payment books, progress reports, certif payroll, change orders, CPM Reports. Surveyed continuous conditions for take-off , payment & ordering processing
- Issued MTA Bridges & Tunnel Proper identification of all Tully/Grace J.V. employees; Sub's personnel & vehic information for security access into the tunnel
- Established job files, Daily Reports, Submittals, RFI's, including necessary sketches for submission.
- Approved & signed off on all invoices, Cost coded all Material & Equipment delivery tickets.
- Responsible for payroll of all site employees, including union's monthly reports & MBE/WBE forms.

2001- 2003 Hudson River Park Segment #4 Contract C3032 \$ 23,000,000.00

New York City Waterfront renovation Greenwich village park from Barrow St to Horatio St, Including 3 Piers, 2 Comfort Stations & 1 Kiosk. - Office Engineer.

- Maintained correspondence, shop drawings, record keeping. Daily reports, Test results & Equipment cost codes.
- As- Built Drawings- Documented and Issued drawing for entire park wide project including: layout, Electrical, Irrigati Water, Drainage, and Sewer Lines.

Education 1995-1999 New York Institute of Technology Central Islip, NY
 ▪ B.S., Architectural Technology. May 1999.

Professional *American Society for Quality*- The world's leading membership organization devoted to quality.

Affiliations: *IFCA Interfaith Council for Action, INC. D.B.A/ Innovations for Community Advancement- Elected Board of Directors – May 2004*

Skills

Proficient in Spanish, MTA_NYCTA Track Trained, AutoCAD R-14/00/02/04/06/08, Drafting, Designing, Model making, Windows, MS Office Suite NT/2000, Corel Print Shop, Photoshop, Photo Suite, Problem Solving, Time Management, Communication, Leadership, and Clerical.

Edward A. Segali III

32 Arrowhead Ct.
Newburgh, NY 12550
845-561-8388

Education: **Stevens Institute of Technology**, Hoboken, NJ 07030
Bachelor of Engineering, 1990
Major: Structures
Minor: Construction Management

Affiliations: American Society of Civil Engineers
Member
American Concrete Institute
Member
Stevens Institute of Technology Alumni Organization
Class of 1990 Secretary

Certifications: Haz Mat 40 Hr Certification
Haz Mat 8 Hr Refresher Certification
Haz Mat Supervisors Certification
NYC Building Department Certified Superintendent Classification
Building Department Site Safety Manager Certification
Confined Space Entrant/ Attendant/ Supervisor Course
Erosion & Sediment Control Workshop
Construction Safety Awareness Training Course
Aerial Work Platform Safety Class
OSHA 30 Hour Training Course
OSHA Competent Person for Excavation Training
Liner Installation Supervisor QA/QC Superintendent Authorization
Liner Technician Authorization
MSA Orion & Solaris Training Certification
Defensive Driving Training
CPR Training
HDPE Pipe Butt Weld Fusion Joining Certification
Respirator Fit Test Certification

Experience: **Tully Construction Co., Inc.** Flushing, NY
(April 1992- Present)

New York City Department of Sanitation
Waste Management Engineering
Final Cover of Section 6/7 at the Fresh Kills Landfill
Fresh Kills, Staten Island, New York
Contract #: CT-82720060040940
300 Acre Cap
January 2006- Present
\$200 Million
Position: Project Superintendent

New York State Department of Transportation
Route 25A (Roslyn Viaduct) over Hempstead Harbor
Incorporated Village of Roslyn
Town of North Hempstead
Nassau County
June 2005-January 2006
\$130 Million
Position: Project Superintendent

Tully Construction Co., Inc.
Environmental Division
June 2004- June 2005
Position: General Superintendent

Port Authority Trans-Hudson Corporation
Downtown Path Restoration Program, Phase 1
Contract PCP-100.000
June 2002- December 2004
\$450 Million
Position: Project General Superintendent

This project for the Port Authority of New York and New Jersey was the first structure to rise where the World Trade Center had once stood. The project entails the construction of a temporary WTC PATH Station, a stand-alone open air station providing an entrance/exist on Church Street for up to 50,000 daily PATH riders.

The design and construction of the temporary WTC Path station (which also included the rehabilitation of the trans-Hudson tunnels and incorporating terminal station capability) and ten-car platform lengths at Exchange Place Station was started in August of 2002 by the joint venture of Yonkers Contracting, Tully Construction.

The work included the installation of the foundation for the new station and sub station, the steel structure both buildings and the shed structure to cover the tracks from one station to the other, metal decking, concrete floor slabs, new ballast was spread for the track installation, new track bedding and new track installation, restoration of existing buildings, track platforms, metal roof decking, CMU walls, block walls, tile floors, escalators and stairs, elevators, communications room, mechanical room, and other finishing components.

World Trade Center
Ground Zero Cleanup
September 11, 2001- June 2002
\$500+ Million
Position: Project Superintendent

New York City Department of Sanitation
Fresh Kills Landfill, Leachate Control, Site Work, and
Appurtenances
Fresh Kills, Staten Island, New York
Capital Project S111 and S197 {Pin #82796RR00076}
Change Orders 5-22, 5-23
April 2001-September 2001
\$9 Million
Position: Project Superintendent

Roadway Express Inc.
Shore Rehabilitation Project
November 2000
\$1 Million
Position: Project Superintendent

Department of General Services
Department of Sanitation
Town of Hempstead, New York
Overlook Park at Merrick
Contract P.W. No. 3-98
Cap Acres: 13 Acres
November 2000-March 2001
\$10 Million
Position: Project Superintendent, Liner Installation Supervisor

Middlesex County Utilities Authority
Middlesex County, New Jersey
Middlesex County Landfill Phase II Liner Expansion, Cells 4 and 5
Contract 98-2SW
Cap Acres: 35 Acres
August 1999-August 2000
\$13 Million
Position: Project Superintendent

New York City Department of Sanitation
Fresh Kills Landfill, Leachate Control, Site Work, and
Appurtenances
Fresh Kills, Staten Island, New York
Capital Project S111 and S197 {Pin #82796RR00076}
Cap Acres: 20 Acres
February 1997-August 1999
\$100 Million
Position: Project Superintendent, Liner Installation Supervisor

Islip Resource Recovery Agency

Blydenburgh Road Landfill, Phase 2 Cleanfill

Contract No IRRA 95-1

Cell Acres: 35 Acres

May 1996- January 1997

\$8 Million

Position: Project Superintendent, Liner Installation Supervisor, Project Safety Officer

Islip Resource Recovery Agency

Blydenburgh Landfill Groundwater Remediation Program

Extraction Wells and Discharge Piping System,

Contract No IRRA 95-5

April 1996-May 1996

\$1 Million

Position: Project Superintendent, Project Safety Officer

New York State Department of Transportation

Construction of North Service Road for Long Island Expressway

Contract #: D255726 North Oyster Bay

January 1996- April 1996

\$6 Million

Position: Project Engineer

Town of Wallkill, Orange County, New York

Wallkill Landfill, Contract #1, General Construction

Cap Acres- 16 Acres

June 1995- December 1995

\$5 Million

Position: Project Superintendent

Major Heavy Highway and Landfill Project

February 1995- June 1995

Position: Estimator

Town of Babylon Resource Recovery Agency

Landfill Closure and Ash Cell Construction

Cap Acres: 64 Acres

October 1993- February 1995

\$23 Million

Position: Project Superintendent, Liner Installation Supervisor, Project Safety Officer

Pyramid of Rockland Inc.

Palisades Mall, West Nyack, New York

October 1993-February 1994

\$12 Million

Position: Project Superintendent, Project Safety Officer

Town of Islip Resource Recovery Agency, Contract # IRRA-92

Blydenburgh Sanitary Landfill, MSD Landfill, Ash Monofill Closure
Cap Acres: 23 Acres
December 1992-October 1993
\$14 Million
Position: Project Superintendent, Liner Installation Supervisor, Project Safety Officer

New York City Department of Environmental Protection,
Project # SE-57/WM-1
Combined Sewer on Hazen Street (Chamber)
April 1992- December 1992
\$14 Million
Position: Assistant Superintendent, Project Safety Officer

Ben Ciccone, Inc.

Poughkeepsie, NY
(April 1991-April1992)

New York State Department of Transportation Projects
December 1991- April 1992
Position: Estimator

New York State Department of Transportation, Contract # D253592
Asphalt Concrete Reconstruction, Route 52 East Fishkill, Dutchess County
September 1991-December 1991
\$3.5 Million
Position: Project Engineer

New York State Department of Transportation, Contract # 6112
Remote Parking Lot B, Apcoa Inc.
April 1991- September 1991
\$2 Million
Position: Project Superintendent, Project Safety Officer

K & S Contracting Corporation,

Newburgh, NY
(July 1990-April 1991)

New York State Department of Transportation, Contract # D253224
Vails Gate Five Corners Reconstruction
July 1990- April 1991
\$4.7 Million
Position: Project Superintendent

New York State Department of Transportation and Private Projects
May 1990- July 1990
Position: Estimator

The Briar Contracting Corporation,

Peekskill, NY

(May 1987- May 1990)

New York State Department of Transportation, Contract # D2500772

Reconstruction of Route 9W, Stony Point, New York

April 1989-September 1989

\$8 Million

Position Assistant Superintendent, Field Engineer

Society Hills II

Site Development, Route 6, Peekskill, NY

\$12 Million

Position: Field Engineer

NYCDOS, NYSDOT, NYCDOT, NYCDEP Projects

April 1987-September 1987

Position: Estimator (Takeoff)

Amcrete Products Inc.

Newburgh,

NY 12550

(May 1983-August 1986)

Estimator

Takeoff of precast drainage items for cost from plans.

College Honors:

Dean's List, Gear & Triangle Activities Honor Society, Khoda Senior Honor Society, The Roglin Award, Dean's Activities Honor List, Stevens Alumni Scholarship.

College Leadership Roles:

Interfraternity Council President, Sigma Phi Epsilon Vice President, Weightlifting Club President, Society of Automotive Engineers Vice President, Varsity Lacrosse Captian, All Knickerbocker All Star Team -First Team, JV Lacrosse Captain, Varsity Wrestling Captain, Rathskellar Assistant Manager.

John Rudi Dubyel

PROFESSIONAL EXPERIENCE

Tully Construction Co. Inc. , Flushing, NY

07/07 - Present

New York City Department of Sanitation

Waste Management Engineering

Final Cover of Section 6/7 at the Fresh Kills Landfill

Fresh Kills, Staten Island, New York

Contract #: CT-82720060040940

300 Acre Cap

Project Engineer in charge of administration, quality control including submittals, and all materials delivered to the job including over 3 million yards of fill, stone and topsoil. Overseeing all QA/QC for installation geosynthetics and geomembrane materials. Lead Engineer for Tully in the design/build aspect of project.

MODERN CONTINENTAL CONSTRUCTION CO. INC., Brooklyn, NY

8/02 - 7/07

Quality Control / Project Engineer, Fountain Avenue Landfill Remediation, Project Value \$165 Million

Responsible for project engineering, administration, and quality control for construction of 300 acre landfill cap. Includes project submittals and groundwork to locate, procure, and track over 3.5 million cubic yards of specialized topsoil, cover fill, and stone meeting all agricultural, geotechnical, and chemical criteria, and landfill cap design, budget, and schedule requirements, and QA/QC for installing 265 acres of geosynthetic and geomembrane cap material, gas-collection piping, shoreline revetment, and landscaping.

- Off-site manager and vendor contact for 6 quarries and corresponding barge loading facilities in New York and New Jersey, encompassing a 175 mile radius
- Validate all agricultural, geotechnical, and chemical test results from subcontracted laboratories as per NYCDEP and NYSDEC contract specifications at intervals of 2,500 cubic yards

EVANS & PAUL UNLIMITED CORP., College Point, New York

7/01 to 8/02

Project Manager, Estimator - Certified Fabricator of Dupont® Corian® Surfaces, Annual Sales \$1 Million

General responsibilities included the supervision of 5 shop foreman and 3 off-site field crews at installations of kitchens and bathrooms including countertops, sinks, cabinets, partitions, walls, floors, ceilings, and elevators.

- Led 50 % of all company commercial and residential projects to completion
- Restructured and standardized method of job categorization resulting in reduced lead times

KIRBY SPORTS CENTER, LAFAYETTE RECREATION SERVICES, Easton, Pennsylvania

2/99 to 5/01

Senior Supervisor, Facilities and Programs

- Recruited, trained, and managed staff of 50 in state-of-the-art sports complex; Directly supervised 4 assistants
- Integrated new business practices during transition from original gym into new 110,000 square foot facility

EDUCATION

LAFAYETTE COLLEGE, Easton, Pennsylvania

1997-2001

Bachelor of Arts, May 2001, Marquis Scholar - Merit Based

Major: Engineering, concentration in Engineering Management and Policy

Minor: Economics and Business

Study Abroad:

Turkey -

January 2001

A Study of Byzantine and Ottoman Architecture

Israel -

January 2000

An Analysis of the Conflict in the Middle East

Greece & Italy -

January 1999

Back to the Roots of Western Civilization

BRUSSELS AMERICAN SCHOOL, Brussels, Belgium

1994-1997

Valedictorian

ORGANIZATIONS

American Society of Civil Engineers and the Geo-Institute of the ASCE
Leonardo Society (Student Society for Bachelor of Arts Engineers)

Delta Kappa Epsilon Fraternity -
Men's Rugby Club -
Men's Crew Club Novice Team -

Financial Commissar (1999-2000), Secretary (1998-1999)
Treasurer (1998-1999)
Captain (1997-1998)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
William G. Ryan	Corporate Safety & EEO Officer	20	11

15. FIRM NAME AND LOCATION (City and State)
Tully Construction Co., Inc. , 127-50 Northern Boulevard, Flushing, NY 11368

16. EDUCATION (Degree and Specialization)	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
SUNY Farmingdale-Associates Degree - 1977 CW Post, Greenvale - Bachelors Degree - 1979	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 NYS-DOL Lic# 04-0003, National Safety Council Instructor #1059173, OSHA 1910, General Industry 10, OSHA 1926 Construction 10,30, 500, American Red Cross, first aid responder, American Heart Association (CPR) , Insurance Risk Manager. Institute, NYCTA Transit track Safety, 3M Respirator Instructor, 40Hour HAZMAT, GC Environmental, DOT over the Road Safety Awareness Course, NYC Site Safety Manager#1589, FDNY FSM#85996478

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Vice President of Risk & Safety Management, Brooklyn, NY	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Belt Parkway Reconstruction \$364M		Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

a. Reconstruction of approximately 2.12 miles of the Shore (Belt) Parkway in Brooklyn, which includes the replacement of the three (3) Bridges as follows: The Shore (Belt) Parkway Bridge over Paerdegat Basin (BIN 2-23148-9), that currently consists of a thirteen (13) span structure that will be replaced with two structures that will include a Westbound three (3) span structure and an Eastbound five (5) span structure, the Shore (Belt) Parkway Bridge over Rockaway Parkway (BIN 2-23149-9) that currently consists of a four (4) span structure that will be replaced with a single span structure, and the Shore (Belt) Parkway Bridge over Fresh Creek Basin (BIN 2-23150-9), that currently consist of a five (5) span structure that will be replaced with a three (3) span structure. This section of the Parkway is located between the Pennsylvania Avenue interchange to the East and the approximately midpoint of the Parkway between Paerdegat Basin and Mill Basin to the West.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Vice President of Risk & Safety Management, Queens, NY	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Whitestone Expressway Reconstruction \$ 177M		2009
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

b. In February of 2003, Tully/Pegno, a joint venture was awarded a contract from NYSDOT to reconstruct the Whitestone Expressway including bridge replacement over the Flushing Creek. This includes the repair and modification of the adjacent giant interchange that connects the Whitestone Expressway and the Van Wyck Expressway. This involves replacement of the existing northbound superstructure over the Flushing Creek, as well as improvements in the highway from Linden Place to the Whitestone Bridge and the Cross Island Parkway interchange. The project included the installation of massive structural steel box/tub girders, as well as conventional rolled steel plate girder superstructure, in this most heavily travelled corridor in the vicinity of Citi-field and Northern boulevard.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Vice President of Risk & Safety Management, NYC, NY	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Reconstruction of Westside highway Segment 2 - \$90M		2005
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	X CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

c.

Time restricted CPM driven, reconstruction project involving a broad spectrum of work, including temporary construction, underground utilities, foundation, roadway, sidewalk, traffic and lighting, landscaping, etc.

- Provided quantity reports for contract based on unit pricing system utilizing over 500 items; initiate change order negotiations
- Cost estimating; 10 million dollars in additional work involving NYSDOT, Con Edison, Empire City Subway, MFN, DDC, and Battery Park City
- Disbursement of payment to subcontractors

Responsible for compliance with contract documents, specifications, and revisions crucial to quality assurance in conjunction with field superintendents

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
Vice President of Risk & Safety Management, NYC, NY		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
WTC Cleanup Operation - \$550M+			2002
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<p>d. With the attacks on the World Trade Center on 9/11/2001, Tully, working on the nearby West Side Highway was among the first Construction companies to respond, and place equipment in position to assist. The cleanup effort at WTC was conducted over a period of one year.</p>			
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
<p>e.</p>			

Sean-Erik S. Lindvall, P.E.

OBJECTIVE: To utilize my engineering education and comprehensive experience in public works construction projects to obtain a Project Management or Construction Management position.

EXPERIENCE:

Tully Construction (September 2001 to Present)

Project Manager

NYSDOT: Rehabilitation and Resurfacing of the Nassau Expressway, Queens, NY
\$59 Million

Rehabilitation and resurfacing of 3.5 miles of the Nassau Expressway between Cross Bay Boulevard and Farmers Boulevard and 2.5 miles of Rockaway Boulevard between Farmers Boulevard and the Nassau County line as well as to ramps connecting the Nassau Expressway with the Van Wyck and JFK Expressways. The project included the rehabilitation of seven bridges on the western end of the project. The superstructure was replaced on three bridges, two bridges underwent concrete deck replacement and structural steel repairs and two bridges had pavement repairs with superstructure painting.

- Scheduling and coordination of all subcontractors.
- Provide scheduling information for CPM scheduling subcontractor.
- Supervise subcontractor activities
- Review of all shop drawings from suppliers and subcontractors prior to submission.
- Work in conjunction with NYSDOT maintenance personnel

TBTA: Rehabilitation of Brooklyn – Battery Tunnel, \$64 million

This project involves the rehabilitation of the tunnel roadway (323,000 s.f. of concrete and 10,000 tons of asphalt), fresh air ducts, and upgrading of mechanical and electrical systems in the ventilation buildings. Major responsibilities on this project include the following:

- Scheduling and coordination of all subcontractors.
- Provide scheduling information for CPM scheduling subcontractor.
- Supervise subcontractor activities
- Review of all shop drawings from suppliers and subcontractors prior to submission.
- Work in conjunction with TBTA maintenance personnel

Hudson River Park Trust: Hudson River Park Construction/Segment 4, \$25 million

This project involved the construction of the first portion of the Hudson River Park (Segment 4), including two comfort station buildings, one information building, three piers, and various innovative park features. Major responsibilities on this project include the following:

- Provide overall coordination of the work
- Coordinate shared access to site
- Coordinate product selections for compatibility
- Work with scheduling consultant to prepare a combined schedule for entire project
- Provide information necessary to adjust, move or relocate existing utility structures
- Prepare coordination drawings to coordinate work by more than one contract
- Coordinate all work of Wick's Law electrical, mechanical, and plumbing contractors
- Review of all shop drawings from suppliers and subcontractors prior to submission
- Provide cost estimates to owner for all change order requests
- Schedule weekly progress meetings and building progress meetings with Wick' Law
- Prepare periodic payment estimates

The Liro Group (Liro-Kassner, Inc.) (July 2000 to September 2001)

Construction Manager - Resident Engineer

Representative Projects Include:

Long Island Railroad: Hempstead Station Rehabilitation, \$24 million

This project involved the construction of a new station building, (2)- 1,000 ft. passenger platforms, a pedestrian overpass and new parking facilities. Major aspects of this project include the following:

- Environmental study on soil beneath existing parking facilities
- Coordination with subcontractors to maintain fast track schedule
- Correspondence with L.I.R.R.'s Arts for Transit Department for selection of station building plaza brickwork, architectural fencing and light posts, station signage, and parking lot landscaping
- Installation of high-tech information signs in station building waiting room
- Installation of complete HVAC system in mezzanine level of station building

Cameron Engineering & Associates, LLP (July 1999 to July 2000)

Construction/Project Manager

- Administer all phases of Company's construction projects from bid openings and pre-construction meetings to final payments
- Review all civil engineering construction project submittals including initial review of mechanical and electrical submittals
- Supervise all construction inspection field personnel.
- Maintain construction project correspondence throughout life of contracts with clientele base
- Coordinate all subcontractor work with general contractor to assure achievement of contract milestones
- Organized and coordinated contract progress meetings and prepared meeting minutes
- Represent client for all community relations issues
- Evaluate Contractor's methods of construction including Maintenance and Protection of traffic Schemes
- Review and approve all Contractors' applications for payment
- Prepare all necessary contract close out documents
- Review of Contractor's and Subcontractor's certified payroll reports

Representative Projects Include:

Town of Hempstead: Pt. Lookout Water Main Replacement and Drainage Improvements, \$3.0 million

This project involved the installation of a drainage system in the flood prone area of Pt. Lookout, Long Island. The old cast iron water mains within the majority of the project area were upgraded to accommodate an increase in flow requirements and replaced with ductile iron pipe.

Town of Hempstead: North Valley Stream Roadway Improvements, \$800,000

This project involved the complete replacement of concrete curb and sidewalk within the project limits. The roadway was re-constructed using a Mixed-in-Place Asphalt Operation where the existing asphalt was recycled and used as a base course material and a new asphalt overlay was implemented.

Town of Oyster Bay: Marjorie Post Park Ice Rink Reconstruction, \$1.5 million

This project was a design/build contract where a new outdoor professional size ice skating rink was constructed above the existing skating rink at the Marjorie Post Park in Massapequa, Long Island. An upgraded refrigeration piping system was installed complete with new chillers, compressors, glycol pumps and blow-thru cooling tower. The existing mechanical equipment

room was expanded to accommodate the larger cooling tower. Major aspects of this contract included the following:

- Coordination with General Contractor's electrical, mechanical, and landscaping subcontractor's to meet schedule for Thanksgiving Day ice rink opening
- A 300 cubic yard continuous pour concrete rink slab
- Construction of structural concrete refrigeration pipe tunnels
- Architectural masonry and brick work for mechanical room expansion
- Installation of acoustical doors within the skate house

New York City Department of Design and Construction

Resident Engineer

- Administered capital construction projects and ensured compliance with specifications.
- Maintained submittal status and contract correspondence logs
- Prepared contract documents including payments, change orders, overruns and time extensions.
- Recommended design changes based on unanticipated field conditions.
- Supervised subordinates including assistant engineers, inspectors, and technicians.
- Maintained correspondence between contractors and private utility companies by implementing C.E.T. Principles.
- Coordinated, directed, and supervised consultant engineering staff.
- Reviewed and amended As-built drawings.
- Prepared annual, mid-point, and final Contractor evaluations
- Prepared monthly progress reports and monitored construction progress in accordance with Contractor's proposed project schedule
- Conduct final inspections and compile initial and final punch lists
- Maintain construction material certification files for life of contracts
- Keep time and material records for all disputed contract work

Representative Projects Include:

QED 935: \$31 million – October 1997 to July 1999

This project involved the construction of a new domestic trunk water main running from City Water Tunnel No. 2, at Shaft 11A, throughout residential streets within the borough of Queens and terminating with connections to existing trunk water mains. Shaft 11A was modified with all new stainless steel and aluminum instrumentation and new venturi meters and regulators were installed in various locations on the new trunk water main. New sanitary and storm water sewers were implemented within the project limits and several existing sewers were rehabilitated. Some major aspects of the contract were as follow:

- Installation of 16,000 l.f. of 72" and 60" steel (lap joint welded) trunk water main pipe
- Installation of 8,000 l.f. of various size E.S.V.P. sewer
- Replacement of underground Fire Alarm Cables, Telephone Cables, Electric Ducts, and Gas Lines
- Relocation of utility poles, street lighting poles, and traffic signal poles
- Installation of a corrosion control system for the steel trunk water main
- Construction of structural concrete regulator, butterfly valve, and venturi meter chambers

HWQ 728: \$9 million – May 1997 to October 1997

This project involved the complete re-construction of Booth Memorial Avenue from Fresh Meadow Lane to College Point Blvd. in the borough of Queens. The existing sanitary sewers and water mains were replaced along with the installation of new concrete curbs, concrete sidewalks, and complete roadway replacement. A new storm sewer system was also implemented within the project limits. Major aspects of the contract were as follows:

- Installation of 10,000 l.f. of 20" ductile iron water main pipe
- Installation of 5,000 l.f. of various size ductile iron and E.S.V.P. sewers
- Connection of 20" ductile iron water mains to existing 48" steel trunk water mains
- Restoration of 30,000 square yards of roadway concrete and asphalt

HWQ 683: \$12 million – November 1996 to May 1997

This project involved the infrastructure rehabilitation of the 99th Street area in the Corona section of Queens. Complete road re-construction was implemented on all streets within the project limits. Many existing sewers were rehabilitated by approved sewer lining methods and guniting. All new drainage catch basins and seepage basins were installed and new water mains were implemented. Major aspects of the contract were as follows:

- Installation of 10,000 l.f. of 12" and 8" ductile iron water mains.
- Installation of 3,000 l.f. of E.S.V.P. sewers
- 2,000 l.f. of sewer lining
- Relocation of various underground utility lines
- Reconstruction of structural concrete regulator chambers and valve chambers
- Installation of pre-cast concrete sewer manholes, seepage basins, and catch basins
- Supporting of new ductile iron water mains using structural concrete piers, structural concrete footings, steel beams, and steel plates

New York City Department of Environmental Protection

Assistant Resident Engineer/Civil Engineer Intern

- Assisted senior engineering personnel with preparations of contract documents.
- Served as field engineer, ensuring compliance with specifications and standards.
- Coordinated water main shutdowns in residential and industrial areas
- Recommended changes in pipe alignments to correspond with existing field conditions.
- Prepare daily field reports and tabulation of contract item quantities
- Verified results of compaction tests and pressure tests by independent testing companies
- Coordinate construction activities with public schools, hospitals, businesses, etc.
- Amtrak Safety Certified for projects involving construction within railroad right of way

Representative Projects Include:

QED 952: \$6.5 million – March 1995 to November 1996

This project involved the installation of water mains in various locations within the borough of Queens. Existing cast iron water mains were removed and replaced with ductile iron water mains. Separate records were kept for water main alignment changes due to private utility interference. Aspects of the contract included:

- Installation of 55,000 l.f. of 20", 12", and 8" ductile iron water mains
- "In-kind" trench restoration throughout entire project

QED 951: \$4.0 million – November 1993 to March 1995

This project involved the installation of water mains along Union Turnpike in the borough of Queens. The water mains were laid without carrying water, and were subsequently tested to verify continuity of system before introducing water into the system. Aspects of the contract included:

- Installation of 30,000 l.f. of 20", 12", and 8" ductile iron water mains
- Hydrostatic Pressure Testing of all water mains and calculation of allowable leakage
- Chlorination of new water mains in conformance with A.W.W.A standards

C534B: \$9.5 million – April 1993 to November 1993

This project involved the installation of various size steel trunk mains in connection with the construction of City Water Tunnel No. 3. The steel trunk mains were installed within the streets of upper Manhattan and connected to the completed pipe shafts from City Water Tunnel No. 3. Due to the area of the project, community relations were of extreme importance in regards to detouring of traffic and water shutdowns of high rise apartment buildings and hospitals. Aspects of the contract included:

- Installation of several thousand feet of 36", 48", and 60" steel trunk water mains
- Pressure testing of steel lap joint welds

- Magnesium flux particle testing of steel welds
- Relocation of underground utilities

EDUCATION: Polytechnic University
Bachelor of Science – Civil Engineering

Farmingdale, N.Y.
1992

State University of New York at Oneonta
Bachelor of Science – Geography

Oneonta, N.Y.
1990

COMPUTER SKILLS: Excel, Microsoft Word, Word-Perfect

REFERENCES: Available upon request

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
TA 24	1997	DYNAHOE	490	BACKHOE	26,520 BG490316	NY-20555SC	DEC
TA 27	1999	CATERPILLAR	446B	BACKHOE	22,019 5BL02086	NY-20969SC	DEC
TA 28	1999	CATERPILLAR	446B	BACKHOE	22,019 5BL02087	NY-39404SC	DEC
TA 29	1999	CATERPILLAR	446B	BACKHOE	22,019 5BL02133	NY-20135SC	DEC
TA 30	1999	CATERPILLAR	446B	BACKHOE	22,019 5BL02131	NY-20136SC	DEC
TA 31	2000	CATERPILLAR	446B	BACKHOE	22,019 5BL02229	NY-20976SC	DEC
TA 33	2001	CATERPILLAR	446B	BACKHOE	21,459 5BL02654	NY-17326SC	DEC
TA 34	2001	CATERPILLAR	446B	BACKHOE	19,600 5BL02638	NY-17325SC	DEC
TA 35	2002	CATERPILLAR	446B	BACKHOE	19,603 5BL03027	NY-16072SC	DEC
TA 36	2002	CATERPILLAR	446B	BACKHOE	19,603 5BL03025	NY-16071SC	DEC
TA 37	2003	CATERPILLAR	446B	BACKHOE	19,603 CAT0446BV5BL03168	NY-17475SC	DEC
TA 38	2003	CATERPILLAR	446B	BACKHOE	19,603 CAT0446BA5BL03169	NY-17474SC	DEC
TA 39	2003	CATERPILLAR	446B	BACKHOE	19,603 CAT0446BJ5BL03197	NY-17561SC	DEC
TA 40	2006	CATERPILLAR	446B	BACKHOE	19,666 CAT0446DKDBL00573	NY-39420SC	DEC
TA 41	2006	CATERPILLAR	446B	BACKHOE	19,666 CAT0446DPDBL00572	NY-43279SC	DEC
TA 42	2008	CATERPILLAR	450E - TIER 3	BACKHOE	19,666 CAT0450EHEBL00252	NY-44657SC	DEC
TA 43	2008	CATERPILLAR	450E - TIER 3	BACKHOE	19,666 CAT0450EEEEBL00253	NY-44656SC	DEC
TA 44	2008	CATERPILLAR	450E - TIER 3	BACKHOE	19,666 CAT0450ELEBL00265	NY-44655SC	DEC

TAA 2	1985	TRAMAC	BRH620	HYD. HAM.	27812		
TAA 4	1988	TRAMAC	BRH620	HYD. HAM.	35256		
TAA 6		TRAMAC	BRH600	HYD. HAM.	120775		
TAA 7		TRAMAC	BRH600	HYD. HAM.	131427		
TAA 8		BROCK	BM250	HYD. w/Remote	910808		
TAA 9		BROCK	BM250	HYD. w/Remote	910809		
TAA ??			B700	HYD. HAM.	154540		AA2
TAA 10		TRAMAC	MB550	HYD BREAK.	141825		
TAA 12		TRAMAC	V56	SH. HAMMER	167620		
TAA 13		NPK	C-6B	COMPACTOR	08789		
TAA 14		NPK		COMPACTOR	12750		
TAA 16		TRAMAC	900	HYD. HAM.	171762		
TAA 17		TRAMAC	900	HYD. HAM.	D50318		
TAA 18		MINNICH	H6	DRILL UNIT	104-3422-20		

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
TAA 19		TRAMAC	V32	HYD. HAM.	50150		
TAA 20		TRAMAC	V32	HYD. HAM.	96051		
TAA 21		McMillen	X2475W	Earth Auger	23798		
TAA 22		TRAMAC	V32	HYD. HAM.	833111		
TAA 23		TRAMAC	900	HYD. HAM.	0208990		
TG 25	2000	CATERPILLAR	966G	F.E.LOADER	50,121 CAT0966GA3SW01596	NY-17869SC	DEC
TG 26	2001	CATERPILLAR	966G	F.E.LOADER	26,969 3SW01217	NY-19559SC	DEC
TG 27	2002	CATERPILLAR	C226	SKID STEERE	CAT00226E5FZ07438	NONE	
TG 29	2003	CATERPILLAR	966G	F.E.LOADER	49,308 OANZ00309	NY-17874SC	DEC
TG 30	2003	CATERPILLAR	966G	F.E.LOADER	50,410 OANZ00289	NY-17875SC	DEC
TG 32	2008	CATERPILLAR	966H - TIER 3	F.E.LOADER	CAT0966HPA6D01664	NY-44652SC	DEC
TG 33	2008	CATERPILLAR	966H - TIER 3	F.E.LOADER	CAT0966HVA6D01671	NY-44653SC	DEC
TG 34	2008	CATERPILLAR	966H - TIER 3	F.E.LOADER	CAT0966HEA6D01661	NY-44651SC	DEC
TG 35	2009	CATERPILLAR	966H - TIER 3	F.E.LOADER	CAT0966HLA6D02208	NY-46471SC	DEC
TG 36	2009	CATERPILLAR	966H - TIER 3	F.E.LOADER	CAT0966HVA6D02352	NY-46473SC	DEC
TG 37	2011	KOMATSU	WA470	F.E.LOADER	A46068	NY-11167SM	DEC
TG 38	2013	KOMATSU	WA470	F.E.LOADER	A47027	NY-15985SM	
TG 39	2013	KOMATSU	WA470	F.E.LOADER	A47029	NY-15987SM	
TG 40	2013	KOMATSU	WA470	F.E.LOADER	A47028	NY-15986SM	
TG 41	2013	KOMATSU	WA470	F.E.LOADER	A47004	NY-15984SM	
TG 42	2013	CATERPILLAR	980K	F.E.LOADER	CAT0980KTW7K01500		
TH 3	2001	CATERPILLAR	973C	SHOVEL Ldr	03RZ00618	TRACK MACH.	
TH 5	1978	J. DEERE	4840P	Farm Tractor	002594R	NONE	
TH 6	2006	KOMATSU	CK30	SKID STEERE	A30096		
TM 1	1976	CATERPILLAR	140G	GRADER	28,700 72V1445	NY-20539SC	DEC
TM 2	1979	CATERPILLAR	12G	GRADER	29,000 61M7050	NY-20544SC	DEC
TC 5	2003	GROVE	RT640E	40 TON CP	69,250 223199	NY-17861SC	DEC
TC 6	1982	GROVE		18 TON CP	48,500 51628	NY-40773SC	DEC
TC 7	2002	LINK BELT	RTC8040S II	40 TON CP	44,800 F7J2-5777 (LOJACK)	NY-36706SC	DEC
TC 8	2003	SHUTTLELIFT	CARRIER DECK	18 TON CP	36000 12440303	NY-43285SC	DEC

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
TC 9	2003	GROVE	RT640E	40 TON CP	69,980 223387	NY-17585SC	DEC
TC 10		JLG	400 SERIES	45' MAN LIFT	0300071559		
TC 11		JLG	660 SERIES	60' MAN LIFT	0300061403		
TC 12		JLG	450 SERIES	45' MAN LIFT	0300060074-1014		
TC 14	2008	GROVE	RT650E	50 TON CP	229462	NY-46387SC	DEC
TE 2	2003	STERLING	SC-700	SWEEPER	32,000 49HAABBV53DK31123	NY-17396SC	DEC
TE 3	2007	STERLING	SC-8000	SWEEPER	32,000 49HAADB07DX60576	NY-42389SC	DEC
TE E2	2005	ROAD WIZARD	SWEEPER	GMC T7500	21,000 1GDM7C1C62J511700	NY-37062SC	DEC
TJ 9	1997	ING. RAN.	P185	PORT. COMP.	2,346 278218UFH221	PTI 12/2011	DEC
TJ 12	1999	ING. RAN.	P185	PORT. COMP.	2,346 302861UFJ221	PTI 12/2011	DEC
TJ 14	1999	ING. RAN.	P185	PORT. COMP.	2,343 305574UJJ221	PTI 12/2011	DEC
TJ 21		ING. RAN.	P185	PORT. COMP.	326076UKL221		
TJ 22	1995	INTERNATIONAL		FLATBED	25,500 1HTSCAAMXSH640814	NY-60050MA	APR
		ING. RAN.	600	TRK. Mounted	32749		
TJ 23		ING. RAN.	P185	PORT. COMP.	2,346 287139UC1221	NY-16420SC	DEC
TJ 24		ING. RAN.	P185	PORT. COMPRESSOR	28865UD1221		
TJ 25		ING. RAN.	P185	PORT. COMPRESSOR	298805UCJ221		
TJ 26	1999	INTER.	4700	FLATBED	25,550 1HTSCAAM2XH634710	09/24/2002 ED SEGALI 02-297	MAR
		ING. RAN.	600	TRK. Mounted	333616	NY-57255JL	
TJ 27	1998	INTER.	4700	FLATBED	25,550 1HTSCAAM8WH512593	NY-62895JL	JULY
		ING. RAN.	600	TRK. Mounted	336113UCN278		
TJ 31		ING. RAN.	P185	PORT. COMP.	327161UAM221	02-315 12/14/2004	
TJ 32		ING. RAN.	P185	PORT. COMP.	251937U2F321	02-310 12/14/2004	
TJ 33		ING. RAN.	P185	PORT. COMP.	325454UJL221		
TJ 35		ING. RAN.	P185	PORT. COMP.	324188UHL295		
TJ 36		ING. RAN.	P185	PORT. COMP.	P185307199ULJ2221	old T/P	J1
TJ 38		ING. RAN.	P185	PORT. COMP.			
TJ 41		ING. RAN.	P185	PORT. COMP.	361726-UIPB34		
TJ 42	2007	ING. RAN.	P185 WJD	PORT. COMP.	3898744ARB34		
TJ 43	2007	ING. RAN.	P185 WJD	PORT. COMP.	3814404ARB34		
TJ 44	2001	INTER.	4700	FLATBED	1HTSCAAM81H392013	NY-30592KA	MAR
		ING. RAN.		TRK. Mounted			

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
TJ 45	1999	ING. RAN.	P185 WJD	PORT. COMP.	305576UJJ221		
TJ 46	1997	ING. RAN.	P185 WJD	PORT. COMP.	279366UGH221		
TB/D 5	2007	CATERPILLAR	D5NLGP	BULL DOZER	AKD01834		
TB/D 6	2007	CATERPILLAR	D6NLGP	BULL DOZER	ALY02757		
TB/D 7	2008	CATERPILLAR	D6NLGP	BULL DOZER	DJY01070		
TB/D 8	2008	CATERPILLAR	D6NLGP	BULL DOZER	DJY00846		
TB/D 9	2008	CATERPILLAR	D6NLGP	BULL DOZER	DJY00847		
TB/D 10	2008	CATERPILLAR	D6KLG	BULL DOZER	CAT00D6KVDHA00630		
TB 8	1997	CATERPILLAR	312	HYD. EXC.	X6GK00801X	TRACK MACH.	
TB 12	2000	KOMATSU	PC200	HYD. EXC.	105672	TRACK MACH.	
TB 26	2001	CATERPILLAR	M315	HYD. EXC.	07ML01914	NY-17853SC	DEC
TB 33	2007	CATERPILLAR	M315 TIER 2	HYD. EXC.	CATM315CAH2B00240	NY-42239SC	DEC
TB 34	2007	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DCW5M00214	NY-42396SC	DEC
TB 35	2007	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DCW5M00223	NY-42397SC	DEC
TB 36	2007	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DJW5M00258	NY-42399SC	DEC
TB 38	2007	KOMATSU	PC200 LC-8	HYD. EXC.	A88129	TRACK MACH.	
TB 39	2009	KOMATSU	PC228 LC-3	HYD. EXC.	KMTPC161J02041812	TRACK MACH.	
TB 40	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DCW5M00688	NY-46290SC	DEC
TB 41	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DVVW5M00540	NY-46289SC	DEC
TB 42	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DEW5M00740	NY-46394SC	DEC
TB 43	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DAW5M00734	NY-46384SC	DEC
TB 44	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DPW5M00368	NY-46397SC	DEC
TB 45	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DHW5M00770	NY-46396SC	DEC
TB 46	2009	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DVVW5M00781	NY-46456SC	DEC
TB 47	2009	CATERPILLAR	345DL TIER 3	HYD. EXC.	EEH00542	TRACK MACH.	
TB 48	2009	CATERPILLAR	321DLR TIER 3	HYD. EXC.	NAS00358	TRACK MACH.	
TB 49	2009	CATERPILLAR	321DLR TIER 3	HYD. EXC.	NAS00397	TRACK MACH.	
TB 50	2009	CATERPILLAR	321DLR TIER 3	HYD. EXC.	NAS00423	TRACK MACH.	
TB 51	2010	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DKW5M00792	NY-46472SC	DEC
TB 52	2010	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DVVW5M05043	NY-46474SC	DEC
TB 53	2010	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DAW5M05044	NY-46475SC	DEC
TB 55	2011	KOMATSU	PC215LC-8	HYD. EXC.		TRACK MACH.	

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
TB 56	2012	CATERPILLAR	M315 TIER 3	HYD. EXC.	CATM315DEJ5B00286	NY-15461SM	
TB 57	2011	Liebherr	A900C	HYD. EXC.	WLHZ1002HZK059225	NY-15977SM	
TB 58	2012	Liebherr	A900C	HYD. EXC.	WLHZ1002CZK063527	NY-15978SM	
TB 59	2012	KOMATSU	PC490LC-10	HYD. EXC.	A40427	TRACK MACH.	
TI 1		KOMATSU		FORK LIFT			
TI 2		CAT	DP40D	FORK LIFT	3CN90497		
TI 3		CLARK	CDP-40	FORK LIFT	CGP460D05659450		
TPR 1		READ SCREEN	RD-90A	SCREENING PLANT	908389		
		LISTER	TX-3	ENGINE	39D0906TX3A901		
TPR 3		ROADRUNNER		SCREENING PLANT			
TPR 8	1992	VEMEER	T-655	ROCK SAW	60B5N1000176		
TPR 9		BITELLI	RP3327	GRINDER	970428		
TPR 10		NORDBERG	CV90D	SCREENING PLANT	1654		
TPR 12	2005	ROAD TEC	RX-900-3	GRINDER	RX900-3X113		
TPR 13		WIRTGEN	500	GRINDER	6.05.0069		
TPR 14	2006	ROAD TEC	RX-700-3	GRINDER	RX700-3-154		
TPR 15		EXTEC	E-7	SCREENING PLANT	10718		
TPR 16	2002	DITCHWITCH	1030H		1W075		
TPR 17	1994	VEMEER	T-655 Rock Saw	Commander	1VRE260BXN1000187		
TPR 18		WIRTGEN	W100	GRINDER	09.10.0133		
TR 7		MIDLAND WIDNER		MA652	282WA		
TR 8		ALLEN RAZOR BACK		24' AIR SCREED			
TR 9		VIBRATORY SCREED			26480		
TR 14	2000	BLAW KNOX	MC330	SHUTTLE BUGGY	033009-121		
TR 15	2005	ROADTEC	SB-2500C	SHUTTLE BUGGY	SB2500CX786		
TR 16		GOMACO	CONC. FIN. MACH. C-450-X		900800-242		
TR 17	2007	CAT SPREADER	SPREADER	AP - 1055D	FAC00281		
TR 18		GOMACO	CONC. FIN. MACH. C-450-X		900800-307		
TR 19	2008	CAT SPREADER	SPREADER	AP - 1055D	CATAP105AFAC00633		
TR 20		ALLEN	TRIPLE TUBE	PAVER 255CD 44' KBT	T255121001		
TR 21		ALLEN	TRIPLE TUBE	PAVER 255CD 18' GEN2	T255121000		

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I.D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
TR 22	2011	CAT RUB. TRK.	SPREADER	AP - 655D	CATAP655JGNZ00371		
TR 23		ALLEN	TRIPLE TUBE	PAVER 255CD 24' KBT	50702180		
TN 4	1982	DYNAPAC	CC42A	VIB. ROLLER	952D25		
TN 8		WACKER DIESE	W74	DRUM VIB ASP ROLLER	566706122		
TN 16	1998	INGERSL RND	DD13098	ROLLER	153288		
TN 20		MIKASA	D.D.W.B.	ROLLER	F5786		
TN 21		MIKASA	D.D.W.B.	ROLLER	F5774		
TN 22		MIKASA	D.D.W.B.	ROLLER	F5764		
TN 23		MIKASA	D.D.W.B.	ROLLER	5843		
TN 24		MIKASA	D.D.W.B.	ROLLER	5823		
TN 25	2002	INGERSL RND	DD130	ROLLER	171653		
TN 27		MIKASA	D.D.W.B.	ROLLER	K5881		
TN 28	2005	INGERSL RND	DD130	ROLLER	172337	pti 12/2011	
TN 29		MIKASA	D.D.W.B.	ROLLER			
TN 30		MIKASA		WALK BEHIND ROLL.	5888	N1	
TN 33	2007	INGERSL RND	DD138HFA	ROLLER - TIER 3	195381		
TN 33A		BOMAG		WALK BEHIND ROLL.	BW-75AD-2 / 073220159964		
TN 34	2008	INGERSL RND	DD138HFA	ROLLER - TIER 3	196829		
TN 35	2009	HAMM	HD140HF	ROLLER - TIER 3	1840075		
TN 39	2007	INGERSL RND	DD24	ROLLER	196019		
TN 39A		MULTI QUIP		WALK BEHIND ROLL.	6349		
TN 40	2008	HAMM	HD14VW	ROLLER - TIER	1720640	pti 12/2011	
TN 41		HAMM	HD140HF	ROLLER - TIER	H184.0361		
TN 3	1988	DYNAPAC	CC30D	SOIL COMPACTOR	577247		
TN 11	1994	HAMM	2420D	SOIL COMPACTOR	4136077		
TN 13		HAMM	2420D	SOIL COMPACTOR	38905		
TN 31	2008	HAMM	3412	SOIL COMPACTOR	H1800586		
TN 32	2008	HAMM	3412	SOIL COMPACTOR	H1800674		
EN 1	2006	ING. RAND	SD122DX	SOIL COMPACTOR	188509	pti 11/2011	
EN 2	2006	ING. RAND	SD122DX	SOIL COMPACTOR	174328		
Y 8	1997	PETERBILT		BOOM TRK.	28,860 3BPNL79X6VF431585	PTI 12/2012	

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP	
X	10	1991	INTERNATIONAL	Water Truck	29,000	1HTSCHEP7MH330229	NY-46730JW	MAR
X	14	2001	PETERBILT	BOOM TRK.	59,000	1NPALVOX21N548238	NY-67605MC	DEC
X	16	2003	PETERBILT	BOOM TRK.	58,000	1NPALUOX43N590462	NY-15460SM	DEC
X	17	1999	INTERNATIONAL	ACT. TRUCK	25,550	1HTSCAAM3XH687447	NY-85316JF	NOV
X	19	1997	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAM2VH432978	NY-62894JL	JUL
X	20	1998	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAM4WH509139	NY-68303JR	OCT
X	21	1999	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAM5XH688793	NY-66411JR	DEC
X	22	1999	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAM4XH626804	NY-61416JS	JUN
X	23	1997	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAMXVH490059	NY-15679JU	DEC
X	24	1997	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAM7VH490066	NY-15680JU	DEC
X	25	1992	INTERNATIONAL	FLAT TRK.	29,000	1HTSCNMM3NH431107	NY-67491JR	MAR
X	26	1999	INTERNATIONAL	ACT. TRUCK	25,500	1HTSCAAM4XH634711	NY-56013JJ	MAY
X	29	2007	PETERBILT 357	BOOM TRK.	56,000	1NPALUOX97N739602	NY-42245SC	DEC
X	30	2003	INTERNATIONAL	ACT. TRUCK	20,000	1HTMMAAM73H601363	NY-93664JZ	AUG
X	31	2003	INTERNATIONAL	ACT. TRUCK	25,500	1HTMMAAM03H574927	NY-93663JZ	AUG
X	32	2004	INTERNATIONAL	ACT. TRUCK	25,500	1HTMMAAM84H657684	NY-93665JZ	AUG
X	33	2003	INTERNATIONAL	ACT. TRUCK	25,500	1HTMMAAM03H567962	NY-93666JZ	AUG
X	34	2009	PETERBILT 365	BOOM TRK.		1NPSL00X9AD105555	NY-15301PB	FEB
X	35	2009	PETERBILT 365	BOOM TRK.		1NPSL00X0AD105556	NY-15300PB	FEB
X	36	2011	PETERBILT 330	ACT. TRUCK		2NPNHM6X0BM128358	NY-19189MA	NOV
X	37	2011	PETERBILT 330	ACT. TRUCK		2NPNHM6X2BM128359	NY-12109AV	NOV
X	38	2011	PETERBILT 330	ACT. TRUCK		2NPNHM6X9BM128360	NY-67606MC	DEC
X	39	2011	PETERBILT 330	ACT. TRUCK		2NPNHM6X0BM128361	NY-67607MC	DEC
X	40	2011	PETERBILT 330	ACT. TRUCK		2NPNHM6X2BM128362	NY-85499JF	DEC
X	41	2014	PETERBILT 365	BOOM TRK.		1NPSL70XXED216419	NY-60515MD	AUG
X	42	2014	PETERBILT 365	BOOM TRK.		1NPSL70X7ED219830	NY-60513MD	AUG
T/G X1		1996	INTER	470 BOX TRK.	27,000	1HTSLAAM3TH385456	NY-12925JU	MAR
ZM	3		ELITE	PUMP CONCRETE		10340		
ZM	4		ELITE	PUMP CONCRETE		10440		
ZM	5		MAGNUM	GROUT PUMP		51700303		
ZM	9	2009	PUTZ	GROUT PUMP		WPUP11BMB82014859		

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
T/G ZM1		STERLING	370	ZIM MIXER	44,800 2FZMAZCV33AL92896	NY-17588SC	DEC
T/G ZM2		STERLING	LT9500	ZIM MIXER	54,000 2FZMAZCV35AU07870	NY-50421JT	MAY
TW 1	1985	MACK		FUEL TRUCK	1M2N166C6FA089160	TURNED IN 0420/03	
TW 3	1986	CATERPILLAR - 613		WATER TANKER	92X00929	OFF ROAD TRUCK	
TW 4	1992	FORD	2000 GALLON	WATER TRK.	17,500 1FDPK74P4NVA35431	NY-57860JC	MAR
TW 6	2000	PETERBILT	4400 GALLON	FUEL TRUCK	54,000 1NPALU0X8YN531423	NY-67868MC	MAY
TW 9	1999	INTER.	2000 GALLON	WATER TRK.	26,000 1HTSCABP8YH254202	NY-57153JL	MAR
TW 10	2000	FORD	2000 GALLON	WATER TRK.	F800 3FDPFF7563YMA37521	NY-82144JW	AUG
TW 11	2000	FORD	2000 GALLON	WATER TRK.	F800 3FDPFF7565YMA37522	NY-82145JW	AUG
TW 12	1996	CAT D25D	5000 GALLON	WATER TRK.	1HK00599	PTI 08/15/2012	
TW 13	2014	PETERBILT	3000 GALLON	FUEL TRUCK	2NP2HN7X6EM216424	NY-60514MD	AUG
S 3	1977	WHITE		TRACTOR	FBDCDGH851584	LONG BEACH	
S 7	1996	CLEVELAND		FLAT BED	10,000 4MDP2527T0000369	PTI 10/2013	
S 8	1996	TALBERT		EQUIP TRK	23,840 40FW05430V1014720	NY-AP83442	DEC
S 10		MYSTIC	6000 GALL.	WATER TKR.	UNX536903	No Plate issued	
S 11	1997	WAYNE		SMALL TRAILER	4K2UF0716VM073764	No Plate issued	
S 12	2000	TALBERT	60 TON EQ. TRAILER		27,000 40FW05432Y1018563	NY-AC87778	DEC
S 14	1999	PETERBILT	TRACTOR	379	1XP5DR9X9XD509598	NY-21331PA	FEB
S 15		STRICT	SEA BOX TRLR		P639098	No Plate issued	
S 16		STOW	SMALL EQ TRLR	STOW	1S9TL13281C088799	No Plate issued	
S 20	2001	FONTAINE	DROP DECK	EQ. TRAILER	21,828 4LF4S543313509941	NY-AB98179	DEC
S 23	1991	TRANSCRAFT	FLAT TRLR.	8 AXLE	21,000 1TTF4480XM1036745	NY-2630BO	DEC
S 24	1986	FRUEHAUF	FLAT TRLR.	8 AXLE	14,000 1H4P04589GF030902	PTI 03/27/07	DEC
S 25	1993	FONTAINE	FLAT TRLR.	8 AXLE	28,000 4LF2E4581P3558079	NY-AM57562	DEC
S 26	2007	PETERBILT	TRACTOR	379	1XP5DUJEXX7D730104	NY-86869PA	FEB
S 27	2007	PETERBILT	TRACTOR	379	1XP5DUJEX17D730105	NY-86868PA	FEB
S 28	2007	ETNYRE	PRTN60TD3-PS	EQ. TRAILER	1E92962947E111161	NY-AR57834	DEC
S 29	2007	ETNYRE	PRTN60TD3-PS	EQ. TRAILER	1E92963067E111162	NY-AR57841	DEC
S 30	2006	FONTAINE		MAT. TRAILER	13N1482CX61535821	NY-AV55675	DEC
S 31	2011	ETNYRE		Flip Axle	1E9296296BE111235	NY-BA89035	
S 32	2007	Heil		Tanker	5HTLA453375H22059	NY-BD93250	DEC

TULLY CONSTRUCTION CO. INC. EQUIPMENT LIST

ASSET I. D.	YEAR	MFGR.	MODEL	TYPE & WEIGHT	SERIAL NUMBER	New TAG NO.	REG EXP
ORS 18	1993	PETERBILT	OVER-ROAD TRACTOR		1XPFD9X4PN335292	NY-21332PA	FEB
ORS 19	1993	PETERBILT	OVER-ROAD TRACTOR		1XPFD9X6PN335293	NY-62282PA	FEB
ORS 20	1993	PETERBILT	OVER-ROAD TRACTOR		1XPFD9X8PN335294	NY-62283PA	FEB
ORS 21	1993	PETERBILT	OVER-ROAD TRACTOR		1XPFD9XXPN335295	NY-62284PA	FEB
TT 14	2007	KOMATSU	HM400-1	ALL WHEEL DR.	A11214	NONE	
TT 15	2007	KOMATSU	HM400-2	ALL WHEEL DR.	1364	NONE	
TT 16	2008	CATERPILLAR	740	ALL WHEEL DR.	B1P03112	NONE	
TT 17	2008	CATERPILLAR	740	ALL WHEEL DR.	B1P03259	NONE	
ET 6		KOMATSU	HM400-2	OFF ROAD TRUCK	A11090		
ET 7		KOMATSU	HM400-2	OFF ROAD TRUCK	A11091		



5. Refer to the Bid and Contract Documents, Volume 3 of 3, page I-110, Subsection , PRICE TO COVER, second line;
Add the word "insurance" after the word "materials".
6. Refer to the Bid and Contract Documents, Volume 3 of 3, page I-38, Subsection PK-124C.1, second line;
Delete the words "Drawing CS502.00 in".
7. Refer to the Bid and Contract Documents, Volume 3 of 3, I-PAGES, TABLE OF CONTENTS for Special Provisions, Page i;
Delete the TABLE OF CONTENTS, as contained on Page i, in its entirety;
Substitute the revised TABLE OF CONTENTS, as contained on attached page i (R).
8. Refer to the Bid and Contract Documents, Volume 3 of 3, SPECIAL PROVISIONS, page S-5;
Delete the page S-5, in its entirety;
Substitute the attached revised page S-5 (R).
9. Refer to the Bid and Contract Documents, Contract Drawings NOS. DM-100.00, C-100.00, C-101.00, C-102.00, C-103.00, L-101.00, L-401.00, L-402.00, L-403.00, L-502.00, L-503.00, A-103.00, S-100.00, E-201.00, E-301.00, P-201.00, and P-202.00;
Delete DWG. NOS. DM-100.00, C-100.00, C-101.00, C-102.00, C-103.00, L-101.00, L-401.00, L-402.00, L-403.00, L-502.00, L-503.00, A-103.00, S-100.00, E-201.00, E-301.00, P-201.00, and P-202.00, in their entirety;
Substitute the attached revised DWG. NO. DM-100.00, C-100.00, C-101.00, C-102.00, C-103.00, L-101.00, L-401.00, L-402.00, L-403.00, L-502.00, L-503.00, A-103.00, S-100.00, E-201.00, E-301.00, P-201.00, and P-202.00.
10. For additional information see the attached page of "Questions Submitted by a Bidder and DDC's Responses".

END OF ADDENDUM NO. 1

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages, one hundred forty-seven (147) pages of attachments and seventeen (17) sheets of Contract drawings.

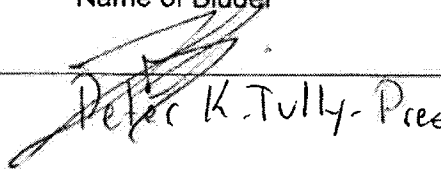
THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Tully Construction Co., Inc.

Name of Bidder

By: _____


Peter K. Tully - President

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

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

ADDENDUM NO. 2

DATED: June 27, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment
1 - Bid Information on Page A-1;
Change the dates shown for Submission of Bids and for Bid Opening
from "JUNE 30, 2016" to read "JULY 07, 2016".
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, SCHEDULE B
- M/WBE Utilization Plan on Page 13;
Change the date shown for Bid/Proposal Response Date from "JUNE 30,
2016" to read "JULY 07, 2016".

END OF ADDENDUM NO. 2

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


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

Tully Construction Co., Inc.


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____


Peter R. Tully, President

A2-1

4. For additional information see the attached page of "Questions Submitted by a Bidder and DDC's Responses".

END OF ADDENDUM NO. 3

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages, thirty-four (34) pages of attachments and three (3) sheets of Contract drawings.

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



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Tully Construction Co., Inc.

Name of Bidder

By: _____

Peter K. Tully - President

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
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INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

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

ADDENDUM NO. 4

DATED: July 5, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the BID BOOKLET, VOLUME 1 OF 3, Attachment 1 - Bid
Information on Page A-1;
Change the time shown for Submission of Bids and for Bid Opening
from "11:00 A.M." to read "2.00 P.M."

END OF ADDENDUM NO. 4

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


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

Tully Construction Co., Inc.


MOHSEN ZARGAREH, P.E.
Assistant Commissioner

Name of Bidder

By:


Peter K. Tully - President A4-1

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS; SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

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

ADDENDUM NO. 5

DATED: July 6, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the BID BOOKLET, VOLUME 1 OF 3, Page 14, "NO TEXT";
Delete Page 14 in its entirety.
Insert Attached Page 14 "SCHEDULE B - Part II".

END OF ADDENDUM NO. 5

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

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

Tully Construction Co., Inc.

Name of Bidder

By: _____

Peter K Tully


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Notices to Bidders

Pre-Bid Questions (PBQs)

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

Compliance with HireNYC and Reporting Requirements

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

Apprenticeship Program

Please be advised that, pursuant to the authority granted to the City under Labor Law §816-b, the New York City Department of Design and Construction hereby requires that the contractor awarded a contract as a result of this solicitation, and any of its subcontractors with subcontracts worth two million dollars or over, have, prior to entering into such contract or subcontract, apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor. In addition, the contractor and its subcontractors will be required to show that such apprenticeship program/s have successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor. The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontractor not being approved. Please be further advised that, pursuant to Labor Law §220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

NYC Construction Loan Pilot Program

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

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

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

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

(NO TEXT ON THIS PAGE)

CITY OF NEW YORK

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

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS
NECESSARY AND REQUIRED FOR:

PROJECT ID: TF18-2012N

**CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD**

**A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION
TURNPIKE, 126TH STREET, 82ND AVENUE AND 132ND STREET**

**INCLUDING SITE WORK, STORMWATER MANAGEMENT AND
CONNECTION TO THE COMBINED SEWER, LANDSCAPE PLANTINGS,
VEHICULAR PARKING AREAS, SITE LIGHTING, RETAINING WALLS,
STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION FOR
WATER, AND ELECTRIC**

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

(NO TEXT ON THIS PAGE)

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

BID BOOKLET

TABLE OF CONTENTS

SECTION	PAGE
PART A	
1. Table of Contents.....	1
2. Special Notice to Bidders.....	2
3. Attachment 1 – Bid Information.....	A-1
4. Bid Schedule.....	B-1
5. Bid Form.....	C-1
6. Affirmation.....	C-6
7. Bid Bond	C-7
8. M/WBE Program: M/WBE Utilization Plan.....	5
9. Apprenticeship Program Requirements	19
PART B	
10. Safety Questionnaire	21
11. Pre-award Process.....	24
12. Project Reference Form.....	26
13. Contract Certificate.....	29
14. Vendex Compliance.....	30
15. Iran Divestment Act Compliance Rider	31
16. Construction Employment Report.....	33

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

SPECIAL NOTICE TO BIDDERS

BID SUBMISSION REQUIREMENTS

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

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

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

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

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

NOTES:

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

SPECIAL NOTICE TO BIDDERS

SPECIAL EXPERIENCE REQUIREMENTS (Revised 03/2014)

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

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

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

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

- Trunk Water Main Work:** The entity that will perform the trunk water main work must, within the last seven (7) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least one (1) project similar in scope and type to the required work.
- Best Management Practice Work:** Best Management Practice ("BMP") Work is any item of work in the Bid Schedule that begins with the prefix "BMP". The entity that will perform any BMP Work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least three (3) projects similar in scope and type to the required work.

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

- The individual serving as the Restoration Specialist (Construction Monitor) must be a Registered Landscape Architect licensed by the state of New York, or must have equivalent professional experience.
- The individual serving as the Erosion and Sediment Control Licensed/Certified Professional must be a Certified Professional in Erosion and Sediment Control (CPESC), certified by CPESC, Inc.
- Micro-Tunneling/Pipe Jacking Work:** The entity that will perform the micro-tunneling/pipe jacking work must, within the last five (5) consecutive years prior to the bid opening, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work.
- OTHER:** _____

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

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

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

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

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

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

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

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

- OTHER:** _____

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

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

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

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

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

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

Qualification Form

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

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

Name of Contractor: _____

Name of Project: _____

Location of Project: _____

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

Name: _____

Title: _____ Phone Number: _____

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

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

Amount of Contract, Subcontract or Sub-subcontract: _____

Start Date and Completion Date: _____

(NO TEXT ON THIS PAGE)

ATTACHMENT 1 - BID INFORMATION

PROJECT ID: TF18-2012N

PIN: 8502016TR0002C

Description and Location of Work:

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD
A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET
INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

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

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

Submission of Bids To: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101
Before 11:00 A.M. on Thursday, June 30, 2016

Bid Opening: 30-30 Thomson Avenue
First Floor Bid Procurement Room
Long Island City, New York 11101

Time and Date: 11:00 A.M. on Thursday, June 30, 2016

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: 718-391-2615

(NO TEXT ON THIS PAGE)

BID SCHEDULE

NOTICE TO BIDDERS

Items listed in this Bid Schedule which have one (1) digit followed by a decimal (e.g. 4.08 AA) shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications, dated August 15, 2015, as amended by I-PAGES, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5", "6" and "7" followed by a decimal (e.g. 51.41S002, 65.71SG and 70.61RE) shall comply with the requirements of the New York City Department of Environmental Protection (NYCDEP) Standard Sewer and Water Main Specifications, dated July 1, 2014, as amended by SW-PAGES, herein Volume 3 of 3.

Item listed in this Bid Schedule with the prefix "E" (e.g. E 260519 BA) shall comply with the requirements of the corresponding numerical Section incorporated in I-PAGES, herein Volume 3 of 3.

Item listed in this Bid Schedule with the prefix "GI-" (e.g. GI-2.07) shall comply with the requirements of the corresponding numerical Section incorporated in I-PAGES, herein Volume 3 of 3.

Items number "NYC-640.2500001" and "NYC-640.2500002" in this Bid Schedule are modified versions of the New York State Department of Transportation (NYSDOT) Specifications and shall comply with the corresponding alphanumeric Sections in I-PAGES, herein Volume 3 of 3.

Item listed in this Bid Schedule with the prefix "PK-" (e.g. PK-12D) are modified version of NYCDPR Items and shall comply with the requirements of the corresponding numerical Section incorporated in I-PAGES, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.03.02) are Street Lighting Items, less the prefix, which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the NYCDOT Standard Highway Specifications.

(NO TEXT ON THIS PAGE)



5/27/2016 12:00 AM

BID SCHEDULE

- NOTE:**
- (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
 - (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
 - (3) **PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.**
Alterations must be initialed in ink by the bidder.
 - (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
 - (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 Through B - 28

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

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEERS ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS CTS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
001	4.02 AF-2RAP RECYCLED ASPHALT PAVEMENT (RAP) CONCRETE WEARING COURSE 2" THICK	10,810.00	S.Y.		
002	4.02 CA-6RAP RECYCLED ASPHALT PAVEMENT (RAP) BINDER MIXTURE 6" THICK	10,810.00	S.Y.		
003	4.06 CONCRETE IN STRUCTURES, CLASS A-40	280.00	C.Y.		
004	4.08 AA CONCRETE CURB (18" DEEP)	3,000.00	L.F.		
005	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	1,460.00	L.F.		
006	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	160.00	L.F.		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
007	4.11 AS EARTH EXCAVATION FOR STRUCTURES	100.00	C.Y.			
008	4.11 CA FILL, PLACE MEASUREMENT	9,000.00	C.Y.			
009	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	13,320.00	S.F.			
010	4.13 AAS-GL10 4" CONCRETE SIDEWALK (10% GLASS) (UNPIGMENTED)	4,500.00	S.F.			
011	4.13 AAS-GL30 4" CONCRETE SIDEWALK (30% GLASS) (UNPIGMENTED)	1,540.00	S.F.			
012	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	1,000.00	S.F.			

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
013	4.13 BAS-GL10 7" CONCRETE SIDEWALK (10% GLASS) (UNPIGMENTED)	1,000.00	S.F.		
014	4.13 BAS-GL30 7" CONCRETE SIDEWALK (30% GLASS) (UNPIGMENTED)	1,000.00	S.F.		
015	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	80.00	S.F.		
016	4.14 STEEL REINFORCEMENT BARS	10,000.00	LBS.		
017	4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER)	10.00	EACH		
018	4.16 AD TREES REMOVED (24" CALIPER AND OVER)	2.00	EACH		

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
019	4.16 BA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	45.00	EACH			
020	4.16 BA510 TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	33.00	EACH			
021	4.16 STUMP STUMP REMOVAL	6.00	UNITS			
022	4.17 AA SHRUBS PLANTED, 15" TO 18" HIGH, ALL TYPES	2,998.00	EACH			
023	4.17 AB SHRUBS PLANTED, 30" TO 36" HIGH, ALL TYPES	15.00	EACH			
024	4.17 AC SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	15.00	EACH			

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
025	4.17 ACA SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	26.00	EACH			
026	4.17 AD SHRUBS PLANTED, 36" TO 48" HIGH, ALL TYPES	15.00	EACH			
027	4.17 AE SHRUBS PLANTED, 48" TO 60" HIGH, ALL TYPES	15.00	EACH			
028	4.17 AF SHRUBS PLANTED, 60" TO 72" HIGH, ALL TYPES	43.00	EACH			
029	4.17 C1G GRASSES PLANTED, 1 GALLON, ALL TYPES	15.00	EACH			
030	4.17 C1Q GRASSES PLANTED, 1 QUART, ALL TYPES	15.00	EACH			

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
031	4.17 CPL PLUGS, GRASSES	114,774.00	EACH				
032	4.17 OG2G ORNAMENTAL GRASS PLANTED, 2 GALLON	15.00	EACH				
033	4.17 P1QT PERENNIALS 1 QT	15.00	EACH				
034	4.17 PG1G PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	15.00	EACH				
035	4.17 PG2G PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	15.00	EACH				
036	4.17 PGPL PLUGS, PERENNIALS AND GROUND COVERS, PLANTED, ALL TYPES	31,816.00	EACH				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
037	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	2.00	EACH		
038	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	5.00	EACH		
039	4.18 RP ROOT PRUNING	7.00	EACH		
040	4.21 TREE CONSULTANT	50.00	P/HR		
041	50.21S0C1048V STANDARD MANHOLE TYPE C-1 ON 48" HDPE SEWER	4.00	EACH		
042	50.41M6S6 6&? D.I.P. CLASS 56 STORM SEWER ON CRUSHED STONE BEDDING	125.00	L.F.		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
043	51.11D006 STANDARD 6'-0" DIAMETER PRECAST DROP-PIPE MANHOLE TYPE I	1.00	EACH		
044	51.41S002 STANDARD CATCH BASIN, TYPE 2	3.00	EACH		
045	6.02 AAN UNCLASSIFIED EXCAVATION	450.00	C.Y.		
046	6.02 PA PNEUMATIC EXCAVATION AROUND TREES	50.00	C.Y.		
047	6.18 SW STEEL WELDED WIRE FENCE, 4'-6" HIGH	885.00	L.F.		
048	6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	2.00	EACH		

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
049	6.23 BCS FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	2,000.00	L.F.				
050	6.23 BFC FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH				
051	6.23 BGSE FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	100.00	L.F.				
052	6.23 BHE FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	2.00	EACH				
053	6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	2.00	SETS				
054	6.25 RS TEMPORARY SIGNS	50.00	S.F.				

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
055	6.26 TIMBER CURB	100.00	L.F.		
056	6.28 AA LIGHTED TIMBER BARRICADES	10.00	L.F.		
057	6.30 AA BEAM TYPE GUIDE RAIL	860.00	L.F.		
058	6.30 UA ANCHOR UNIT FOR BEAM TYPE GUIDE RAIL	6.00	EACH		
059	6.31 WS PRECAST CONCRETE WHEEL STOPS	30.00	EACH		
060	6.34 ADT TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	100.00	L.F.		

BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES) DOLLARS	COL 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
061	6.34 WF RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH	2,000.00	L.F.		
062	6.34 WS TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH	2,000.00	L.F.		
063	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	10.00	C.Y.		
064	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	18.00	MONTH		
065	6.41 LINE AND GRADE SURVEYS	1.00	L.S.		
066	6.43 PHOTOGRAPHS	100.00	SETS		

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
067	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	6,400.00	L.F.		
068	6.46 DENSE-GRADED STONE BASE	5,500.00	C.Y.		
069	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	1,000.00	L.F.		
070	6.50 CLEANING OF DRAINAGE STRUCTURES	13.00	EACH		
071	6.52 CG CROSSING GUARD	200.00	P/HR		
072	6.55 SAWCUTTING EXISTING PAVEMENT	2,220.00	L.F.		

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
073	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	500.00	C.Y.				
074	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	20.00	S.F.				
075	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	104.00	L.F.				
076	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.				
077	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	120.00	L.F.				
078	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.				

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	
079	6.83 BA INSTALLING TRAFFIC SIGNS	50.00	S.F.			
080	6.83 BB INSTALLING TRAFFIC SIGN POSTS	120.00	L.F.			
081	6.86 AA FURNISHING NEW STREET NAME SIGNS	30.00	S.F.			
082	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	140.00	L.F.			
083	6.86 BA INSTALLING STREET NAME SIGNS	30.00	S.F.			
084	6.86 BB INSTALLING STREET NAME SIGN POSTS	140.00	L.F.			

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
085	6.87 PLASTIC BARRELS	150.00	EACH			
086	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.			
087	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	175.00	C.Y.			
088	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 10,000.00	12.00	MONTH			
089	7.55 NEW PIPE RAILINGS	350.00	L.F.			
090	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 310.00	1.00	L.S.			

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
091	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 75.00	243.00	EACH		
092	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	243.00	EACH		
093	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 80.00	9.00	BLOCK		
094	70.61RE ROCK EXCAVATION	50.00	C.Y.		
095	9.00 C EXPLORATORY TEST PITS	250.00	C.F.		
096	9.13 HD12 12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	1,250.00	L.F.		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS . CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS . CTS
097	9.13 HD15 15" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	220.00	L.F.		
098	9.13 HD48P 48" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE (Perforated)	600.00	L.F.		
099	9.91 A PERMANENT STEEL SHEET PILING	27,500.00	S.F.		
100	9.91 C TEMPORARY STEEL SHEET PILING	800.00	S.F.		
101	9.91 SP PAINTING OF PERMANENT STEEL SHEET PILING	13,500.00	S.F.		
102	E 260519 B LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 2 AWG WIRE)	100.00	L.F.		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
103	E 260519 BA LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 1/0 AWG WIRE)	100.00	L.F.		
104	E 260519 C LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 4 AWG WIRE)	100.00	L.F.		
105	E 260519 D LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	2,000.00	L.F.		
106	E 260519 G LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 10 AWG WIRE)	100.00	L.F.		
107	E 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2.00	L.F.		
108	E 260533 A0.75 METAL CONDUIT AND TUBING (3/4" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
109	E 260533 A1.0 METAL CONDUIT AND TUBING (1" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.			
110	E 260533 AC METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	2,000.00	L.F.			
111	E 260533 AD METAL CONDUIT AND TUBING (4" GALVANIZED RIGID STEEL CONDUIT)	150.00	L.F.			
112	E 260533 B METAL WIREWAYS	100.00	L.F.			
113	E 260533 D HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	30.00	EACH			
114	E 262416 C PANELBOARDS, 800 A 42" MOUNTING SPACE WITH (1) 800A, 3P MCB AND (1) 225A, 3P CB	1.00	EACH			

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
115	E 262416 D PANELBOARDS, 225A 42 POLE WITH (3) 20A, 1P CB, (4) 40A, 2P CB	1.00	EACH		
116	E 262716 A ENCLOSURE	1.00	EACH		
117	E 262726 A GFCI RECEPTACLE (DUPEX)	2.00	EACH		
118	E 262726 E UTILITY LIGHT FIXTURE	1.00	EACH		
119	GI-2.07 OPEN GRADED STONE BASE	1,850.00	C.Y.		
120	GI-2.09 GEOTEXTILE FABRIC	150.00	S.Y.		

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	
121	GI-2.13A ENGINEERED SOIL AND SAND	6,350.00	C.Y.			
122	GI-2.14 MULCH	50.00	S.Y.			
123	GI-5.13A STORMWATER INLET	27.00	EACH			
124	NYC-640.2500001 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES - 20 MILS	1,200.00	L.F.			
125	NYC-640.2500002 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES SYMBOLS - 20 MILS	8.00	EACH			
126	PK-124C-ADA CATCH BASIN WITH ADA INLET	1.00	EACH			

BID SCHEDULE FORM

COL. 1 SEQ. NO.	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEERS ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	C.T.S.
127	PK-124C-Y1 CATCH BASIN WITH YARD INLET	14.00	EACH			
128	PK-12D WATER TAP, 2" DIAMETER	1.00	EACH			
129	PK-13D TYPE K COPPER TUBING, 1" DIAMETER	50.00	L.F.			
130	PK-13F TYPE K COPPER TUBING, 2" DIAMETER	2,550.00	L.F.			
131	PK-143A RPZ & WATER METER WITH REMOTE & STRUCTURE - 2" RPZ	1.00	EACH			
132	PK-159B CURB & PROPERTY LINE VALVES - 2" DIA.	2.00	SETS			

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS
133	PK-17 CAST IRON VALVE BOX, 5-1/4" DIAMETER	2.00	EACH		
134	PK-184-GH1 GROUND HYDRANT - 1" DIAMETER	22.00	EACH		
135	PK-473 DECOMPACT EXISTING TREE	2.00	EACH		
136	SL-20.02.02 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	33.00	EACH		
137	SL-21.03.02 FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE	27.00	EACH		
138	SL-21.03.05 FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S, OR 12S LAMPPOST WITHOUT TRANSFORMER BASE.	6.00	EACH		

BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
139	SL-22.16.04 FURNISH ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	6.00	EACH			
140	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	41.00	EACH			
141	SL-24.02.12 FURNISH AND INSTALL 8 FT. ALUMINUM ARM ON EXISTING LAMPPOST.	41.00	EACH			
142	SL-24.02.26 FURNISH AND INSTALL 4 Ft. STEEL ARM ON METAL LAMPPOST.	6.00	EACH			
143	SL-26.01.04 FURNISH AND INSTALL LONG LIFE PHOTO ELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT	12.00	EACH			
144	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	2,500.00	L.F.			

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
145	SL-35.01.04 FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	2,350.00	L.F.				
146	SL-37.05.04 FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG. J-3179A.	2.00	EACH				

SUB-TOTAL: \$ _____

147	6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.				
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TOTAL BID PRICE: \$ _____

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

**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: TF18-2012N

**CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD**

**A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET**

**INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE LIGHTING,
RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION FOR
WATER, AND ELECTRIC**

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

Name of Bidder: _____

Date of Bid Opening: _____

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

Place of Business of Bidder: _____

Bidder's Telephone Number: _____ Fax Number: _____

Bidder's E-Mail Address: _____

Residence of Bidder (If Individual): _____

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of _____

Name and Home Address of President: _____

Name and Home Address of Secretary: _____

Name and Home Address of Treasurer: _____

BID FORM

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

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

Section V: Vendor Certification and Required Affirmations:

I hereby:

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

(NO TEXT ON THIS PAGE)

BID FORM

PROJECT ID. TF18-2012N

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

TOTAL BID PRICE: \$ _____
(a/k/a BID PROPOSAL)

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: _____

By: _____
(Signature of Partner or corporate officer)

Attest:
(Corporate Seal)

Secretary of Corporate Bidder

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

BID FORM (TO BE NOTARIZED)

AFFIDAVIT 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 _____ ss: _____ being duly sworn says:
I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____
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 _____ day of _____, _____

Notary Public

AFFIRMATION

PROJECT ID. TF18-2012N

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: _____

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

Full Name of Bidder: _____

Address: _____

City _____ State _____ Zip Code _____

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

By: _____

Signature

Title: _____

If a corporation, place seal here

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

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

(NO TEXT ON THIS PAGE)

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, _____

hereinafter referred to as the "Principal", and _____

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

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

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

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

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

BID BOND 2

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

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

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

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

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

(Seal)

Principal (L.S.)

By: _____

(Seal)

Surety

By: _____

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:
On this _____ day of _____, _____, before me personally came
_____ to me known, who, being by me duly sworn, did depose and say
that he resides at _____
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of
the directors of said corporation, and that he signed his name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

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

Notary Public

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES

(NO TEXT ON THIS PAGE)

M/WBE PROGRAM

M/WBE UTILIZATION PLAN

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

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

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

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

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

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

PART A

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

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

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

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

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

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

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

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

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

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

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

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the firms' commencement of work. A list of MBE and WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, 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 zhangji@ddc.nyc.gov or via facsimile at (718) 391-1886. Bidders, proposers, or contractors, as applicable, who have submitted requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

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

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

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

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

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

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

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

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

PART B: MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of an M/WBE Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See §6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the M/WBE Utilization Plan.
2. Pursuant to DSBS rules, construction contracts that include a requirement for an M/WBE Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).

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

ARTICLE II. ENFORCEMENT

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

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

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

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

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

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

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

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

SCHEDULE B – M/WBE Utilization Plan

Part I: M/WBE Participation Goals

Part I to be completed by contracting agency

Contract Overview

APT E- Pin # 85016B0143 FMS Project ID#: TF18-2012N
 Project Title/ Agency PIN # CONSTRUCTION OF THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD / 85016TR0002C
 Bid/Proposal Response Date June 30, 2016
 Contracting Agency Department of Design and Construction
 Agency Address 30-30 Thomson Ave. City Long Island City State NY Zip Code 11101
 Contact Person Norma Negrón Title MWBE Liaison & Compliance Analyst
 Telephone # (718) 391-1502 Email negronn@ddc.nyc.gov

Project Description (attach additional pages if necessary)

CONSTRUCTION OF
 THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD
 A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH STREET,
 82ND AVENUE AND 132ND STREET
 INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE COMBINED
 SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE LIGHTING, RETAINING
 WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION FOR WATER, AND
 ELECTRIC
 Together With All Work Incidental Thereto
 BOROUGH OF QUEENS
 CITY OF NEW YORK

M/WBE Participation Goals for Services

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

Prime Contract Industry: Construction

Group	Percentage
<u>Unspecified*</u>	<u>7 %</u>
or	
<u>Black American</u>	<u>UNSPECIFIED*</u>
<u>Hispanic American</u>	<u>UNSPECIFIED*</u>
<u>Asian American</u>	<u>UNSPECIFIED*</u>
<u>Women</u>	<u>UNSPECIFIED*</u>
Total Participation Goals	7 % Line 1

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

(NO TEXT ON THIS PAGE)

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

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

MBE WBE

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

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

Section IV: General Contract Information

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

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

✓ Scopes of Subcontract Work

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

Tax ID #: _____

APT E-
PIN #: _____

Section V: Vendor Certification and Required Affirmations

I hereby:

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

Signature _____

Date _____

Print Name _____

Title _____

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

Contract Overview

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

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

_____ % Agency M/WBE Participation Goal

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

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

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

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

References

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

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

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

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

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

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

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

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

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

Waiver Determination

Full Waiver Approved

Waiver Denied

Partial Waiver Approved

Revised Participation Goal: _____ %

APPRENTICESHIP PROGRAM REQUIREMENTS

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

YES NO

(1) Apprenticeship Program Requirements

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

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

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

(2) Apprenticeship Program Questionnaire

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

APPRENTICESHIP PROGRAM QUESTIONNAIRE

PROJECT ID: TF18-2012N

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

Name of Bidder: _____

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

_____ YES _____ NO

2. Has the bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

_____ YES _____ NO

3. Has the bidder's Apprenticeship Program had three years of successful experience in providing career opportunities?

_____ YES _____ NO

If the answer to Question #3 is "Yes", the bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The bidder may attach additional pages if necessary.

Bidder: _____

By: _____ Title: _____
(Signature of Partner or Corporate Officer)

Date: _____

SAFETY QUESTIONNAIRE

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

1. Bidder Information:

Company Name: _____

DDC Project Number: _____

Company Size: _____ Ten (10) employees or less

_____ Greater than ten (10) employees

Company has previously worked for DDC _____ YES _____ NO

2. Type(s) of Construction Work

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

3. Experience Modification Rate:

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

Project ID. _____

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

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

4. OSHA Information:

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

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

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

5. Safety Performance on Previous DDC Project(s)

YES NO Contractor previously audited by the DDC Office of Site Safety.

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

YES NO Accident on previous DDC Project(s).

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

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

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

Date: _____

By: _____

(Signature of Owner, Partner, Corporate Officer)

Title: _____

(NO TEXT ON THIS PAGE)

Pre-Award Process

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

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth on pages 26 through 28 of this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Similar Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
- (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

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

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

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

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

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

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

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

A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER

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

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

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

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

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

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

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

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

(NO TEXT ON THIS PAGE)

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

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

Contractor: _____

Address: _____

Telephone Number: _____

Name and Title of Signatory: _____

Contracting Agency or Owner: _____

Project Number: _____

Proposed Contract Amount: _____

Description and Address of Proposed Contract: _____

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

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

Date

Signature

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

(NO TEXT ON THIS PAGE)

VENDEX COMPLIANCE

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

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

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

Name of Bidder: _____
Bidder's Address: _____
Bidder's Telephone Number: _____
Bidder's Fax Number: _____
Date of Bid Opening: _____
PROJECT ID: _____

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

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

Date of Submission: _____

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

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

By: _____
(Signature of Partner or corporate officer)

Print Name: _____

(NO TEXT ON THIS PAGE)

Certificate of No Change Form



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

I, _____, being duly sworn, state that I have read
Enter Your Name

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

Certificate of No Change Form



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

I, _____, being duly sworn, state that I have read
Enter Your Name

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

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

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

Vendor Questionnaire *This section is required.*

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

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

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

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

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



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

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

Certification *This section is required.*

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

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date

IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

[Please Check One]

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

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 20 ____

Notary Public

Dated:

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

CONSTRUCTION

EMPLOYMENT

REPORT

(NO TEXT ON THIS PAGE)

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

**CONSTRUCTION EMPLOYMENT REPORT
 INSTRUCTIONS**

WHO MUST FILE A CONSTRUCTION EMPLOYMENT REPORT

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

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

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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

Certificate of Approval

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

Continued Approval Certificate

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

Conditional Certificate of Compliance

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

Determination of Nonperformance

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

HOW TO COMPLETE THE EMPLOYMENT REPORT

Contents

General Information

Part I: Contractor/Subcontractor Information

Part II: Employment Policies and Practices

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

Signature Page

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

- Question 18: If the company was audited by the OFCCP, also provide the following:
- Identify the reviewing OFCCP office by its name and address
 - If an unconditional certificate of compliance was issued by the OFCCP, attach a copy of the certificate in lieu of completing Parts II and III;
 - Include copies of all corrective actions and documentation of OFCCP's performance; and
 - Provide a copy of all stated OFCCP findings.
- Question 19: Please provide a copy of any Collective Bargaining Agreement(s) which is negotiated through an employer trade association on behalf of your organization or any of its affiliates.

PART II: EMPLOYMENT POLICIES AND PRACTICES

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

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

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

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

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

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

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

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

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

1. Number of complaint(s)	2. Nature of the complaint(s)	3. Position(s) of the complainant(s)	4. Was an investigation conducted? Y/N	5. Current status of the disposition
---------------------------	-------------------------------	--------------------------------------	-------------------------------------------	--------------------------------------

Question 28: Indicate whether in the past three (3) years complaints have been filed with a court of law or administrative agency, naming your company as a defendant (or respondent) in a complaint alleging violation of any anti-discrimination or affirmative action laws. If yes, develop and submit a log to show, for each administrative/and or judicial action filed, the following information:

1. Name(s) of complainant(s)	2. Administrative agency or court in which action was filed	3. Nature of the complaint(s)	4. Current status	5. If not pending, the complaint's disposition
------------------------------	-------------------------------------------------------------	-------------------------------	-------------------	------------------------------------------------

Question 29: Identify each job for which a physical qualification exists. Identify and explain the physical qualification(s) for each stated job. Submit job descriptions for each job and the reasons for the qualifications.

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

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

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

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

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

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

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

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

SIGNATURE PAGE

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

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

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

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
Employer Identification Number or Federal Tax I.D. Email Address
8. _____
Company Name
9. _____
Company Address and Zip Code
10. _____
Chief Operating Officer Telephone Number
11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

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

- ___ Minorities and Women
- ___ Individuals with handicaps
- ___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

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

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

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

If yes, attach a log. See instructions.

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

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

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

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

SIGNATURE PAGE

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

Contractor's Name

Name of person who prepared this Employment Report Title

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

Telephone Number

Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10): _____

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

Total Female (Col. #6 - 10): _____

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

FORM B: PROJECTED WORKFORCE

Trade: _____

MALES

FEMALES

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

	(1)		(2)		(3)		(4)		(5)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Asian	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

FEMALES

	(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Asian	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

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

(NO TEXT ON THIS PAGE)

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

CONSTRUCTION EMPLOYMENT REPORT

GENERAL INFORMATION

1. Your contractual relationship in this contract is: Prime contractor ___ Subcontractor x
- 1a. Are M/WBE goals attached to this project? Yes ___ No ___
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:

<input type="checkbox"/> Minority Owned Business Enterprise	<input type="checkbox"/> Locally Based Business Enterprise
<input type="checkbox"/> Women Owned Business Enterprise	<input type="checkbox"/> Emerging Business Enterprise
<input type="checkbox"/> Disadvantaged Business Enterprise	
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? _____ Are you DBE certified? Yes ___ No ___
3. Please indicate if you would like assistance from SBS in identifying certified M/WBEs for contracting opportunities: Yes ___ No ___
4. Is this project subject to a project labor agreement? Yes ___ No ___
5. Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with _____
6. Are you a Veteran owned company? Yes ___ No ___

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. _____
Employer Identification Number or Federal Tax I.D. Email Address
8. _____
Company Name
9. _____
Company Address and Zip Code
10. _____
Chief Operating Officer Telephone Number
11. _____
Designated Equal Opportunity Compliance Officer Telephone Number
(If same as Item #10, write "same")
12. _____
Name of Prime Contractor and Contact Person
(If same as Item #8, write "same")

13. Number of employees in your company: _____

14. Contract information:

(a) _____
Contracting Agency (City Agency)

(b) _____
Contract Amount

(c) _____
Procurement Identification Number (PIN)

(d) _____
Contract Registration Number (CT#)

(e) _____
Projected Commencement Date

(f) _____
Projected Completion Date

(g) Description and location of proposed contract:

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes___ No___

If yes, attach a copy of certificate.

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

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate?
Yes___ No___ If yes,

Date submitted: _____

Agency to which submitted: _____

Name of Agency Person: _____

Contract No: _____

Telephone: _____

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes___ No___

If yes,

(a) Name and address of OFCCP office.

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

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes___ No___

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

(d) Were any deficiencies found? Yes___ No___

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes___ No___

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

PART II: DOCUMENTS REQUIRED

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

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

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

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

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

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

If yes, is the medical examination given:

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

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

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

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

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

- ___ Minorities and Women
- ___ Individuals with handicaps
- ___ Other. Please specify _____

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

If yes, please attach a copy of this policy.

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

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes___ No___

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

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes___ No___

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes___ No___

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

30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes___ No___

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

SIGNATURE PAGE

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

Contractor's Name

Name of person who prepared this Employment Report Title

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

Telephone Number

Signature of authorized official Date

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

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

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

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

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public Authorized Signature Date

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

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

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

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

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

OWNERSHIP CODES

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

FORM B: PROJECTED WORKFORCE

TRADE CLASSIFICATION CODES

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

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

Trade:

MALES

FEMALES

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM B: PROJECTED WORKFORCE

Trade: _____

FEMALES

MALES

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

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

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

FORM C: CURRENT WORKFORCE

TRADE CLASSIFICATION CODES

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

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

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

Total (Col. #1-10):

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

Total Female
(Col. #6 - 10):

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

FORM C: CURRENT WORKFORCE

Trade: _____

Union Affiliation, if applicable _____

Total (Col. #1-10): _____

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

Total Female
(Col. #6 - 10): _____

MALES

	(1)		(2)		(3)		(4)		(5)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Hisp.	Asian	Native Amer.	Native Amer.
J										
H										
A										
TRN										
TOT										

FEMALES

	(6)		(7)		(8)		(9)		(10)	
	White Non Hisp.	Black Non Hisp.	White Non Hisp.	Black Non Hisp.	Hisp.	Asian	Hisp.	Asian	Native Amer.	Native Amer.
J										
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What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

(NO TEXT ON THIS PAGE)

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

Date _____

File Number _____

**LESS THAN \$750,000 SUBCONTRACT CERTIFICATE
(CITY, STATE AND ICIP ONLY)**

Are you currently certified as one of the following? Please check yes or no:

MBE Yes ___ No ___ WBE Yes ___ No ___ LBE Yes ___ No ___

DBE Yes ___ No ___ EBE Yes ___ No ___

If you are certified as an MBE, WBE, LBE, EBE or DBE, what city/state agency are you certified with?

Please check one of the following if your firm would like information on how to certify with the City of New York as a:

___ Minority Owned Business Enterprise

___ Locally based Business Enterprise

___ Women Owned Business Enterprise

___ Emerging Business Enterprise

___ Disadvantaged Business Enterprise

Company Name

Employer Identification Number or Federal Tax I.D

Company Address and Zip Code

Contact Person (First Name, Last Name)

Telephone Number

Fax Number

E-mail Address

Description and location of proposed subcontract: _____

Are you a Union contractor? Yes ___ No ___ If yes, please list which local(s) you affiliated with

Are you a Veteran owned company? Yes ___ No ___

Procurement Identification Number (PIN)
(City contracts only)

Contract Registration Number (CT#)
(City contracts only)

Block and Lot Number
(ICIP projects only)

Contract Amount

I, (print name of authorized official signing) _____ hereby certify that I am authorized by the above-named subcontractor to certify that said subcontractor's proposed contract with the above named owner or City agency is less than \$750,000. This affirmation is made in accordance with NYC Charter Chapter 56, Executive Order No. 50 (1980) and the implementing Rules.

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

Signature of authorized official _____ Date _____

Only original signatures accepted.

Sworn to before me this _____ day of _____ 20 _____

Notary Public _____ Authorized Signature _____ Date _____

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**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION
TURNPIKE, 126TH STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO
THE COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING
AREAS, SITE LIGHTING, RETAINING WALLS, STORMWATER, NEW
SERVICE CONNECTIONS AND DISTRIBUTION FOR WATER, AND ELECTRIC

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
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, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: TF18-2012N

**CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD**

**A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY
UNION TURNPIKE, 126TH STREET, 82ND AVENUE AND 132ND STREET**

**INCLUDING SITE WORK, STORMWATER MANAGEMENT AND
CONNECTION TO THE COMBINED SEWER, LANDSCAPE PLANTINGS,
VEHICULAR PARKING AREAS, SITE LIGHTING, RETAINING WALLS,
STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION
FOR WATER, AND ELECTRIC**

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

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
WXY ARCHITECTURE + URBAN DESIGN

MAY 4, 2016



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**Department of
Design and
Construction**

**THE CITY OF NEW YORK
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VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED

PROJECT ID:



FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY

July 1, 2015

NOTICE TO BIDDERS

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

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

ARTICLE 22 INSURANCE

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

ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

ARTICLE 14 FINAL ACCEPTANCE OF WORK
ARTICLE 44 SUBSTANTIAL COMPLETION PAYMENT

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

ARTICLE 15 LIQUIDATED DAMAGES

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

ARTICLE 17 SUBCONTRACTS

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

ARTICLE 19 SECURITY DEPOSIT

The provisions governing the return of bid deposits are clarified.

ARTICLE 20 PAYMENT GUARANTEE

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

ARTICLE 28 RECORDKEEPING FOR EXTRA OR DISPUTED WORK

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

ARTICLE 35 EMPLOYEES

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

**ARTICLE 38 PAYROLL REPORTS
ARTICLE 77 RECORDS RETENTION**

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

ARTICLE 42 PARTIAL PAYMENTS

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

ARTICLE 62 TAX EXEMPTION

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

(NO TEXT ON THIS PAGE)

HIRING AND EMPLOYMENT RIDER:

HIRENYC AND REPORTING REQUIREMENTS

Introduction

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

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor's representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

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

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

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

Federal Hiring Requirements

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

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.

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PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

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

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website 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 Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

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

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

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

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

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

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

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous 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 PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

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

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

1. Section 22.1.1(c) provides as follows:

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits provided by the Agency in Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

2. Section 22.3.3 provides as follows:

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; and (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by the required additional insured endorsements and either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

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CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES**

INFORMATION FOR BIDDERS

JUNE 2015

(NO TEXT ON THIS PAGE)

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

TABLE OF CONTENTS

SECTION 1.	DESCRIPTION AND LOCATION OF WORK	1
SECTION 2.	TIME AND PLACE FOR RECEIPT OF BIDS	1
SECTION 3.	DEFINITIONS	1
SECTION 4.	INVITATION FOR BIDS AND CONTRACT DOCUMENTS	1
SECTION 5.	PRE-BID CONFERENCE	2
SECTION 6.	AGENCY CONTACT	2
SECTION 7.	BIDDER'S OATH	2
SECTION 8.	EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED CONDITIONS	2
SECTION 9.	EXAMINATION OF PROPOSED CONTRACT	3
SECTION 10.	FORM OF BID	3
SECTION 11.	IRREVOCABILITY OF BID	3
SECTION 12.	ACKNOWLEDGMENT OF AMENDMENTS	4
SECTION 13.	BID SAMPLES AND DESCRIPTIVE LITERATURE	4
SECTION 14.	PROPRIETARY INFORMATION/TRADE SECRETS	4
SECTION 15.	PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS	4
SECTION 16.	BID EVALUATION AND AWARD	4
SECTION 17.	LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS	5
SECTION 18.	WITHDRAWAL OF BIDS.	5
SECTION 19.	MISTAKE IN BIDS	5
SECTION 20.	LOW TIE BIDS	6
SECTION 21.	REJECTION OF BIDS	6
SECTION 22.	RIGHT TO APPEAL DETERMINATIONS OF NON-RESPONSIVENESS OR NON-RESPONSIBILITY AND RIGHT TO PROTEST SOLICITATIONS AND AWARD	7
SECTION 23.	AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY	7
SECTION 24.	VENDEX QUESTIONNAIRES	7
SECTION 25.	COMPLAINTS ABOUT THE BID PROCESS	8
SECTION 26.	BID, PERFORMANCE AND PAYMENT SECURITY	8
SECTION 27.	FAILURE TO EXECUTE CONTRACT	9
SECTION 28.	BIDDER RESPONSIBILITIES AND QUALIFICATIONS	9
SECTION 29.	EMPLOYMENT REPORT	10
SECTION 30.	LABOR LAW REQUIREMENTS	10
SECTION 31.	INSURANCE	10
SECTION 32.	LUMP SUM CONTRACTS	11
SECTION 33.	UNIT PRICE CONTRACTS	11
SECTION 34.	EXCISE TAX	11
SECTION 35.	LICENSES AND PERMITS	11
SECTION 36.	MULTIPLE PRIME CONTRACTORS	11
SECTION 37.	LOCALLY BASED ENTERPRISE REQUIREMENTS (LBE)	12
SECTION 38.	BID SUBMISSION REQUIREMENTS	13
SECTION 39.	COMPTROLLER'S CERTIFICATE	14
SECTION 40.	PROCUREMENT POLICY BOARD RULES	14
SECTION 41.	DDC SAFETY REQUIREMENTS	14

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INFORMATION FOR BIDDERS

1. Description and Location of Work

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

2. Time and Place for Receipt of Bids

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

3. Definitions

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

4. Invitation For Bids and Contract Documents

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

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

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

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

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

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

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

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

5. Pre-Bid Conference

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

6. Agency Contact

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

7. Bidder's Oath

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

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

8. Examination and Viewing of Site

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

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

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

9. Examination of Proposed Contract

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

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

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

10. Form of Bid

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

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

11. Irrevocability of Bid

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

12. Acknowledgment of Amendments

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

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

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

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

15. Pre-Opening Modification or Withdrawal of Bids

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

16. Bid Evaluation and Award

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

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

17. Late Bids, Late Withdrawals and Late Modifications

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

18. Withdrawal of Bids.

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

19. Mistake in Bids

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

(B) Mistakes Discovered Before Award

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

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

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

therein is strictly prohibited.

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

20. Low Tie Bids

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

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

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

21. Rejection of Bids

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

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

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

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

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

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

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

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

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

23. Affirmative Action and Equal Employment Opportunity

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

24. VENDEX Questionnaires

(A) Requirement: Pursuant to Administrative Code Section 6-116.2 and the PPB Rules, bidders may be obligated to complete and submit VENDEX Questionnaires. Generally, if this bid is \$100,000 or more, or if this bid when added to the sum total of all contracts, concessions and franchises the bidder has received from the City and any subcontracts received from City contractors over the past twelve months, equals or exceeds \$100,000, Vendex Questionnaires must be completed. If required, Vendex Questionnaires must be completed and submitted before any award of contract may be made or before approval is given for a proposed subcontractor. Non-compliance with these submission requirements may result in the disqualification of the bid, disapproval of a subcontractor, subsequent withdrawal of approval for the use of an approved subcontractor, or the cancellation of the contract after its award.

(B) Submission: Vendex Questionnaires must be submitted directly to the Mayor's Office of Contract Services, ATTN: Vendex, 253 Broadway, 9th Floor, New York, New York 10007. In addition, the bidder must submit a Confirmation of Vendex Compliance to the agency. A form for this confirmation is set forth in the Bid Booklet.

(C) Obtaining Forms: Vendex Questionnaires, as well as detailed instructions, may be obtained at www.nyc.gov/vendex. The bidder may also obtain Vendex forms and instructions by contacting the

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

25. Complaints About the Bid Process

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

26. Bid, Performance and Payment Security

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

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

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

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

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

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

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

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

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

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

27. Failure to Execute Contract

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

28. Bidder Responsibilities and Qualifications

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

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

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

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

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

29. Employment Report

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

30. Labor Law Requirements

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

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

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

31. Insurance

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

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

32. Lump Sum Contracts

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

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

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

33. Unit Price Contracts

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

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

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Bid Submission Requirements

The following forms, all of which are contained in the Bid Booklet, are to be completed and submitted with the bid:

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

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

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

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

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. DDC Safety Requirements

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

CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
SAFETY REQUIREMENTS

June 2015

THE DDC SAFETY REQUIREMENTS INCLUDE THE FOLLOWING SECTIONS:

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

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

I. POLICY ON SITE SAFETY

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

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES

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

A. DDC or CM Resident Engineer / Construction Project Manager

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

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

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

B. Contractors

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

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

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

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

V. SAFETY QUESTIONNAIRE

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

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

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

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

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

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

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

IX. SAFETY PERFORMANCE EVALUATION

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

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

DECEMBER 2013

(NO TEXT ON THIS PAGE)

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1.	THE CONTRACT	1
ARTICLE 2.	DEFINITIONS	1

**CHAPTER II
THE WORK AND ITS PERFORMANCE**

ARTICLE 3.	CHARACTER OF THE WORK	4
ARTICLE 4.	MEANS AND METHODS OF CONSTRUCTION	4
ARTICLE 5.	COMPLIANCE WITH LAWS	5
ARTICLE 6.	INSPECTION	10
ARTICLE 7.	PROTECTION OF WORK AND OF PERSONS AND PROPERTY; NOTICES AND INDEMNIFICATION	11

**CHAPTER III
TIME PROVISIONS**

ARTICLE 8.	COMMENCEMENT AND PROSECUTION OF THE WORK	12
ARTICLE 9.	PROGRESS SCHEDULES	12
ARTICLE 10.	REQUESTS FOR INFORMATION OR APPROVAL	13
ARTICLE 11.	NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY	13
ARTICLE 12.	COORDINATION WITH OTHER CONTRACTORS	17
ARTICLE 13.	EXTENSION OF TIME FOR PERFORMANCE	18
ARTICLE 14.	COMPLETION AND FINAL ACCEPTANCE OF THE WORK	21
ARTICLE 15.	LIQUIDATED DAMAGES	22
ARTICLE 16.	OCCUPATION OR USE PRIOR TO COMPLETION	22

**CHAPTER IV
SUBCONTRACTS AND ASSIGNMENTS**

ARTICLE 17.	SUBCONTRACTS	23
ARTICLE 18.	ASSIGNMENTS	25

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

**CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTY**

ARTICLE 19.	SECURITY DEPOSIT	26
ARTICLE 20.	PAYMENT GUARANTEE	26
ARTICLE 21.	RETAINED PERCENTAGE	29
ARTICLE 22.	INSURANCE	29
ARTICLE 23.	MONEY RETAINED AGAINST CLAIMS	35
ARTICLE 24.	MAINTENANCE AND GUARANTY	36

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

ARTICLE 25.	CHANGES	37
ARTICLE 26.	METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK	37
ARTICLE 27.	RESOLUTION OF DISPUTES	40
ARTICLE 28.	RECORD KEEPING FOR EXTRA OR DISPUTED WORK OR WORK ON A TIME & MATERIALS BASIS	44
ARTICLE 29.	OMITTED WORK	45
ARTICLE 30.	NOTICE AND DOCUMENTATION OF COSTS AND DAMAGES; PRODUCTION OF FINANCIAL RECORDS	45

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

ARTICLE 31.	THE RESIDENT ENGINEER	46
ARTICLE 32.	THE ENGINEER OR ARCHITECT OR PROJECT MANAGER	47
ARTICLE 33.	THE COMMISSIONER	47
ARTICLE 34.	NO ESTOPPEL	48

**CHAPTER VIII
LABOR PROVISIONS**

ARTICLE 35.	EMPLOYEES	48
ARTICLE 36.	NO DISCRIMINATION	50
ARTICLE 37.	LABOR LAW REQUIREMENTS	52
ARTICLE 38.	PAYROLL REPORTS	57
ARTICLE 39.	DUST HAZARDS	58

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

TABLE OF CONTENTS

CHAPTER IX
PARTIAL AND FINAL PAYMENTS

ARTICLE 40.	CONTRACT PRICE	58
ARTICLE 41.	BID BREAKDOWN ON LUMP SUM	58
ARTICLE 42.	PARTIAL PAYMENTS	58
ARTICLE 43.	PROMPT PAYMENT	59
ARTICLE 44.	SUBSTANTIAL COMPLETION PAYMENT	59
ARTICLE 45.	FINAL PAYMENT	60
ARTICLE 46.	ACCEPTANCE OF FINAL PAYMENT	61
ARTICLE 47.	APPROVAL BY PUBLIC DESIGN COMMISSION	62

CHAPTER X
CONTRACTOR'S DEFAULT

ARTICLE 48.	COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	62
ARTICLE 49.	EXERCISE OF THE RIGHT TO DECLARE DEFAULT	64
ARTICLE 50.	QUITTING THE SITE	64
ARTICLE 51.	COMPLETION OF THE WORK	64
ARTICLE 52.	PARTIAL DEFAULT	64
ARTICLE 53.	PERFORMANCE OF UNCOMPLETED WORK	65
ARTICLE 54.	OTHER REMEDIES	65

CHAPTER XI
MISCELLANEOUS PROVISIONS

ARTICLE 55.	CONTRACTOR'S WARRANTIES	66
ARTICLE 56.	CLAIMS AND ACTIONS THEREON	66
ARTICLE 57.	INFRINGEMENT	66
ARTICLE 58.	NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES	67
ARTICLE 59.	SERVICE OF NOTICES	67
ARTICLE 60.	UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT	67
ARTICLE 61.	ALL LEGAL PROVISIONS DEEMED INCLUDED	67
ARTICLE 62.	TAX EXEMPTION	67
ARTICLE 63.	INVESTIGATION(S) CLAUSE	69
ARTICLE 64.	TERMINATION BY THE CITY	71
ARTICLE 65.	CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	73

**CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

CHAPTER XI (CONT'D)

MISCELLANEOUS PROVISIONS

ARTICLE 66.	PARTICIPATION IN AN INTERNATIONAL BOYCOTT	74
ARTICLE 67.	LOCALLY BASED ENTERPRISE PROGRAM	74
ARTICLE 68.	ANTITRUST	75
ARTICLE 69.	MACBRIDE PRINCIPLES PROVISIONS	75
ARTICLE 70	ELECTRONIC FILING/NYC DEVELOPMENT HUB	77
ARTICLE 71.	PROHIBITION OF TROPICAL HARDWOODS	77
ARTICLE 72.	CONFLICTS OF INTEREST	78
ARTICLE 73.	MERGER CLAUSE	78
ARTICLE 74.	STATEMENT OF WORK	78
ARTICLE 75.	COMPENSATION TO BE PAID TO CONTRACTOR	78
ARTICLE 76:	ELECTRONIC FUNDS TRANSFER	78
ARTICLE 77:	RECORDS RETENTION	79
ARTICLE 78:	PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT	79
 SIGNATURES		 87
ACKNOWLEDGMENT BY CORPORATION		88
ACKNOWLEDGMENT BY PARTNERSHIP		88
ACKNOWLEDGMENT BY INDIVIDUAL		88
ACKNOWLEDGMENT BY COMMISSIONER		89
AUTHORITY		90
COMPTROLLER'S CERTIFICATE		90
MAYOR'S CERTIFICATE		91
PERFORMANCE BOND #1		92
PERFORMANCE BOND #2		96
PAYMENT BOND		100

WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.31 "**Small Tools**" shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

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

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

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

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

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

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

5.4.1(c) "**Nonroad Engine**" means an internal combustion engine (including the fuel system) that is not used in a **Motor Vehicle** or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

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

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

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

5.4.1(f) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.4.2 Ultra Low Sulfur Diesel Fuel

5.4.2(a) All **Contractors** shall use Ultra Low Sulfur Diesel Fuel in diesel-powered Nonroad Vehicles in the performance of this **Contract**.

5.4.2(b) Notwithstanding the requirements of Article 5.4.2(a), **Contractors** may use diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) to fulfill the requirements of this Article 5.4.2, where the Commissioner of the City Department of Environmental Protection ("DEP Commissioner") has issued a determination that a sufficient quantity of Ultra Low Sulfur Diesel Fuel is not available to meet the needs of **Agencies** and **Contractors**. Any such determination shall expire after six (6) months unless renewed.

5.4.2(c) **Contractors** shall not be required to comply with this Article 5.4.2 where the **City Agency** letting this **Contract** makes a written finding, which is approved, in writing, by the DEP Commissioner, that a sufficient quantity of Ultra Low Sulfur Diesel Fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is not available to meet the requirements of Section 24-163.3 of the Administrative Code, provided that such **Contractor** in its fulfillment of the requirements of this **Contract**, to the extent practicable, shall use whatever quantity of Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

5.4.2(d) **Contractors** may check on determinations and approvals issued by the DEP Commissioner pursuant to Section 24-163.3 of the Administrative Code, if any, at www.dep.nyc.gov or by contacting the **City Agency** letting this **Contract**.

5.4.2(e) The requirements of this Article 5.4.2 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.3 Best Available Technology

5.4.3(a) All **Contractors** shall utilize the best available technology for reducing the emission of pollutants for diesel-powered Nonroad Vehicles in the performance of this **Contract**. For determinations of best available technology for each type of diesel-powered Nonroad Vehicle, **Contractors** shall comply with the regulations of the City Department of Environmental Protection, as and when adopted, Chapter 14 of Title 15 of the Rules of the City of New York (RCNY). The **Contractor** shall fully document all steps in the best available technology selection process and shall furnish such documentation to the **City Agency** or the DEP Commissioner upon request. The **Contractor** shall retain all documentation generated in the best available technology selection process for as long as the selected best available technology is in use.

5.4.3(b) No **Contractor** shall be required to replace best available technology for reducing the emission of pollutants or other authorized technology utilized for a diesel-powered Nonroad Vehicle in accordance with the provisions of this Article 5.4.3 within three (3) years of having first utilized such technology for such vehicle.

5.4.3(c) This Article 5.4.3 shall not apply to any vehicle used to satisfy the requirements of a specific Public Works Contract for fewer than twenty (20) **Days**.

5.4.3(d) The **Contractor** shall not be required to comply with this Article 5.4.3 with respect to a diesel-powered Nonroad Vehicle under the following circumstances:

5.4.3(d)(i) Where the **City Agency** makes a written finding, which is approved, in writing, by the DEP Commissioner, that the best available technology for reducing the emission of pollutants as required by this Article 5.4.3 is unavailable for such vehicle, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle.

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

technology, which shall in no event result in an increase in the emissions of either such pollutant.

5.4.3(d)(iv) The **Contractor** shall submit requests for a finding or a waiver pursuant to this Article 5.4.3(d) in writing to the DEP Commissioner, with a copy to the **ACCO** of the **City Agency** letting this **Contract**. Any finding or waiver made or issued pursuant to Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above shall expire after one hundred eighty (180) **Days**, at which time the requirements of Article 5.4.3(a) shall be in full force and effect unless the **City Agency** renews the finding, in writing, and the DEP Commissioner approves such finding, in writing, or the DEP Commissioner renews the waiver, in writing.

5.4.3(e) The requirements of this Article 5.4.3 do not apply where they are precluded by federal or State funding requirements or where the **Contract** is an emergency procurement.

5.4.4 Section 24-163 of the Administrative Code. The **Contractor** shall comply with Section 24-163 of the Administrative Code related to the idling of the engines of motor vehicles while parking.

5.4.5 Compliance

5.4.5(a) The **Contractor's** compliance with Article 5.4 may be independently monitored. If it is determined that the **Contractor** has failed to comply with any provision of Article 5.4, any costs associated with any independent monitoring incurred by the **City** shall be reimbursed by the **Contractor**.

5.4.5(b) Any **Contractor** who violates any provision of Article 5.4, except as provided in Article 5.4.5(c) below, shall be liable for a civil penalty between the amounts of one thousand (\$1,000) and ten thousand (\$10,000) dollars, in addition to twice the amount of money saved by such **Contractor** for failure to comply with Article 5.4.

5.4.5(c) No **Contractor** shall make a false claim with respect to the provisions of Article 5.4 to a **City Agency**. Where a **Contractor** has been found to have done so, such **Contractor** shall be liable for a civil penalty of twenty thousand (\$20,000) dollars, in addition to twice the amount of money saved by such **Contractor** in association with having made such false claim.

5.4.6 Reporting

5.4.6(a) For all Public Works Contracts covered by this Article 5.4, the **Contractor** shall report to the **City Agency** the following information:

5.4.6(a)(i) The total number of diesel-powered Nonroad Vehicles used to fulfill the requirements of this Public Works Contract;

5.4.6(a)(ii) The number of such Nonroad Vehicles that were powered by Ultra Low Sulfur Diesel Fuel;

5.4.6(a)(iii) The number of such Nonroad Vehicles that utilized the best available technology for reducing the emission of pollutants, including a breakdown by vehicle model and the type of technology;

5.4.6(a)(iv) The number of such Nonroad Vehicles that utilized such other authorized technology in accordance with Article 5.4.3, including a breakdown by vehicle model and the type of technology used for each such vehicle;

5.4.6(a)(v) The locations where such Nonroad Vehicles were used; and

5.4.6(a)(vi) Where a determination is in effect pursuant to Article 5.4.2(b) or 5.4.2(c), detailed information concerning the **Contractor's** efforts to obtain Ultra Low Sulfur Diesel Fuel or diesel fuel that has a sulfur content of no more than thirty parts per million (30 ppm).

5.4.6(b) The **Contractor** shall submit the information required by Article 5.4.6(a) at the completion of **Work** under the Public Works Contract and on a yearly basis no later than August 1 throughout the term of the Public Works Contract. The yearly report shall cover **Work** performed during the preceding fiscal year (July 1 - June 30).

5.5 Ultra Low Sulfur Diesel Fuel. In accordance with the Coordinated Construction Act for Lower Manhattan, as amended:

5.5.1 Definitions. For purposes of this Article 5.5, the following definitions apply:

5.5.1(a) "Lower Manhattan" means the area to the south of and within the following lines: a line beginning at a point where the United States pierhead line in the Hudson River as it exists now or may be extended would intersect with the southerly line of West Houston Street in the Borough of Manhattan extended, thence easterly along the southerly side of West Houston Street to the southerly side of Houston Street, thence easterly along the southerly side of Houston Street to the southerly side of East Houston Street, thence northeasterly along the southerly side of East Houston Street to the point where it would intersect with the United States pierhead line in the East River as it exists now or may be extended, including tax lots within or immediately adjacent thereto.

5.5.1(b) "Lower Manhattan Redevelopment Project" means any project in Lower Manhattan that is funded in whole or in part with federal or State funding, or any project intended to improve transportation between Lower Manhattan and the two air terminals in the City known as LaGuardia Airport and John F. Kennedy International Airport, or between Lower Manhattan and the air terminal in Newark known as Newark Liberty International Airport, and that is funded in whole or in part with federal funding.

5.5.1(c) "Nonroad Engine" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of Title 42 of the United States Code, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

that this terms shall not apply to horticultural maintenance vehicles used for landscaping purposes that are powered by a Nonroad Engine of sixty-five (65) HP or less and that are not used in any construction program or project.

5.5.1(e) "Ultra Low Sulfur Diesel Fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million (15 ppm).

5.5.2 Requirements. **Contractors** and **Subcontractors** are required to use only Ultra Low Sulfur Diesel Fuel to power the diesel-powered Nonroad Vehicles with engine HP rating of fifty (50) HP and above used on a Lower Manhattan Redevelopment Project and, where practicable, to reduce the emission of pollutants by retrofitting such Nonroad Vehicles with oxidation catalysts, particulate filters, or technology that achieves lowest particulate matter emissions.

5.6 Pesticides. In accordance with Section 17-1209 of the Administrative Code, to the extent that the **Contractor** or any **Subcontractor** applies pesticides to any property owned or leased by the **City**, the **Contractor**, and any **Subcontractor** shall comply with Chapter 12 of the Administrative Code.

5.7 Waste Treatment, Storage, and Disposal Facilities and Transporters. In connection with the **Work**, the **Contractor** and any **Subcontractor** shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

5.8 Environmentally Preferable Purchasing. The **Contractor** shall ensure that products purchased or leased by the **Contractor** or any **Subcontractor** for the **Work** that are not specified by the **City** or are submitted as equivalents to a product specified by the **City** comply with the requirements of the New York City Environmentally Preferable Purchasing Program contained in Chapter 11 of Title 43 of the RCNY, pursuant to Chapter 3 of Title 6 of the Administrative Code.

ARTICLE 6. INSPECTION

6.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe, and proper facility for inspecting all **Work** done or being done at the **Site** and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

6.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

**ARTICLE 7. PROTECTION OF WORK AND OF PERSONS
AND PROPERTY; NOTICES AND INDEMNIFICATION**

7.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect the finished and unfinished **Work** against any damage, loss, injury, theft and/or vandalism and in the event of such damage, loss, injury, theft and/or vandalism, it shall promptly replace and/or repair such **Work** at the **Contractor's** sole cost and expense, as directed by the **Resident Engineer**. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Resident Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

7.2 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect all persons and the property of the **City** and of others from damage, loss or injury resulting from the **Contractor's**, and/or its **Subcontractors'** operations under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 The **Contractor** shall comply with the notification requirements set forth below in the event of any loss, damage or injury to **Work**, persons or property, or any accidents arising out of the operations of the **Contractor** and/or its **Subcontractors** under this **Contract**.

7.3.1 The **Contractor** shall make a full and complete report in writing to the **Resident Engineer** within three (3) **Days** after the occurrence.

7.3.2 The **Contractor** shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the **Contractor's** own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or action resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the **City** and/or the **Engineer, Architect, or Project Manager** are Additional Insureds, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, such other Additional Insureds, as well as the Named Insured."

7.3.2(a) Whenever such notice is sent under a policy on which the **City** is an Additional Insured, the **Contractor** shall provide copies of the notice to the **Comptroller**, the **Commissioner** and the **City Corporation Counsel**. The copy to the **Comptroller** shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007. The copy to the **Commissioner** shall be sent to the address set forth in Schedule A of the General Conditions. The copy to the **City Corporation Counsel** shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

7.3.2(b) If the **Contractor** fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the **Contractor** shall indemnify the **City** for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the **City**.

7.4 To the fullest extent permitted by law, the **Contractor** shall defend, indemnify, and hold the **City**, its employees, and officials (the "Indemnitees") harmless against any and all claims (including but not limited to claims asserted by any employee of the **Contractor** and/or its **Subcontractors**) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract** or from the **Contractor's** and/or its **Subcontractors'** failure to comply with any of the provisions of this **Contract** or of the **Law**. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Article 7.4 by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of **Law** or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of **Law**, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

7.4.1 Indemnification under Article 7.4 or any other provision of the **Contract** shall operate whether or not **Contractor** or its **Subcontractors** have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

8.1 The **Contractor** shall commence the **Work** on the date specified in the **Notice to Proceed** or the **Order to Work**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in the **Notice to Proceed** or the **Order to Work**. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 4 herein and as will assure its completion not later than the date specified in this **Contract**, or on the date to which the time for completion may be extended.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and

9.1.3 The estimated time required for fabrication or delivery; or both, of all materials and equipment required for the **Work**, including the anticipated time for obtaining required approvals pursuant to Article 10; and

9.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

9.2 The proposed schedule shall be revised as directed by the **Engineer**, until finally approved by the **Engineer**, and after such approval, subject to the provisions of Article 11, shall be strictly adhered to by the **Contractor**.

9.3 If the **Contractor** shall fail to adhere to the approved progress schedule, or to the schedule as revised pursuant to Article 11, it shall promptly adopt such other or additional **Means and Methods of Construction**, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

9.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

10.1 From time to time as the **Work** progresses and in the sequence indicated by the approved progress schedule, the **Contractor** shall submit to the **Engineer** a specific request in writing for each item of information or approval required by the **Contractor**. These requests shall state the latest date upon which the information or approval is actually required by the **Contractor**, and shall be submitted in a reasonable time in advance thereof to provide the **Engineer** a sufficient time to act upon such submissions, or any necessary re-submissions thereof.

10.2 The **Contractor** shall not have any right to an extension of time on account of delays due to the **Contractor's** failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the **Work**, including conditions for which the **Contractor** may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 Within 60 days of submission of the final verified statement of claims pursuant to Article 44, the **Commissioner** shall make a determination as to whether a compensable delay has occurred and, if so, the amount of compensation due the **Contractor**. Notwithstanding the above, the **Commissioner** may make a determination as to whether a compensable delay has occurred at any time after the **Contractor's** first submission of a statement of delay damages provided, however, that the amount of compensation due to the **Contractor** will not be determined until the **Commissioner** determines that the **Work** is delayed after the date set for substantial completion.

11.2 Failure of the **Contractor** to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the **Commissioner**, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the **Contractor** to strictly comply with the requirements of Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the **Contractor** of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the **Engineer**, the progress schedule shall be revised by the **Contractor** until finally approved by the **Engineer**. The revised progress schedule must be strictly adhered to by the **Contractor**.

11.4 Compensable Delays

11.4.1 The **Contractor** agrees to make claim only for additional costs attributable to delay in the performance of this **Contract** necessarily extending the time for completion of the **Work** or resulting from acceleration directed by the **Commissioner** and required to maintain the **Project** schedule, occasioned solely by any act or omission to act of the **City** listed below. The **Contractor** also agrees that delay from any other cause shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**.

11.4.1.1 The failure of the **City** to take reasonable measures to coordinate and progress the **Work**, except that the **City** shall not be responsible for the **Contractor's** obligation to coordinate and progress the **Work** of its **Subcontractors**.

11.4.1.2 Extended delays attributable to the **City** in the review or issuance of change orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple change orders, which have a verifiable impact on **Project** costs.

11.4.1.3 The unavailability of the **Site** for an extended period of time that significantly affects the scheduled completion of the **Contract**.

11.4.1.4 The issuance by the **Engineer** of a stop work order relative to a substantial portion of the **Work** for a period exceeding thirty (30) **Days**, that was not brought about through any action or omission of the **Contractor**.

11.4.1.5 Differing site conditions that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.

11.4.1.6 Delays caused by the **City's** bad faith or its willful, malicious, or grossly negligent conduct;

11.4.1.7 Delays not contemplated by the parties;

11.4.1.8 Delays so unreasonable that they constitute an intentional abandonment of the **Contract** by the **City**; and

11.4.1.9 Delays resulting from the **City's** breach of a fundamental obligation of the **Contract**.

11.4.2 No claim may be made for any alleged delay in **Substantial Completion** of the **Work** by a date earlier than the date of **Substantial Completion** provided for in Schedule A unless there is a provision in the **Contract** providing for additional compensation for early completion. No claim may be made for any alleged delay in **Substantial Completion** of the **Work** if the work is substantially completed by the date of **Substantial Completion** provided for in Schedule A unless acceleration has been directed by the **Commissioner** to meet the date of **Substantial Completion** set forth in Schedule A.

11.4.3 The provisions of this Article 11 apply only to claims for additional costs attributable to delay and do not preclude determinations by the **Commissioner** allowing reimbursements for additional costs for **Extra Work** pursuant to Articles 25 and 26 of this **Contract**. To the extent that any cost attributable to delay is reimbursed as part of a change order, no additional claim for compensation under this Article 11 shall be allowed.

11.5 Non-Compensable Delays. The **Contractor** agrees to make no claim for, and is deemed to have included in its bid prices for the various items of the **Contract**, the extra/additional costs attributable to any delays caused by or attributable to the items set forth below. For such items, the **Contractor** shall be compensated, if at all, solely by an extension of time to complete the performance of the **Work**, in accordance with the provisions of Article 13. Such extensions of time will be granted, if at all, pursuant to the grounds set forth in Article 13.3.

11.5.1 The acts or omissions of any third parties, including but not limited to **Other Contractors**, public/ governmental bodies (other than **City Agencies**), utilities or private enterprises, who are disclosed in the **Contract Documents** or are ordinarily encountered or generally recognized as related to the **Work**;

11.5.2 Any situation which was within the contemplation of the parties at the time of entering into the **Contract**, including any delay indicated or disclosed in the **Contract Documents** or generally recognized as related to the nature of the **Work**, and/or the existence of any facility or appurtenance owned, operated or maintained by any third party, as indicated or disclosed in the **Contract Documents** or ordinarily encountered or generally recognized as related to the nature of the **Work**;

11.5.3 Restraining orders, injunctions or judgments issued by a court which were caused by a Contractor's submission, action or inaction or by a Contractor's **Means and Methods of**

Construction, or by third parties, unless such order, injunction or judgment was the result of an action or omission by the **City**;

11.5.4 Any labor boycott, strike, picketing, lockout or similar situation;

11.5.5 Any shortages of supplies or materials, or unavailability of equipment, required by the **Contract Work**;

11.5.6 Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides or other catastrophes or acts of God, or acts of war or of the public enemy or terrorist acts, including the **City's** reasonable responses thereto; and

11.5.7 **Extra Work** which does not significantly affect the overall completion of the **Contract**, reasonable delays in the review or issuance of change orders or field orders and/or in shop drawing reviews or approvals.

11.6 Required Content of Submission of Statement of Delay Damages

11.6.1 In the verified written statement of delay damages required by Article 11.1.2, the following information shall be provided by the **Contractor**:

11.6.1.1 For each delay, the start and end dates of the claimed periods of delay and, in addition, a description of the operations that were delayed, an explanation of how they were delayed, and the reasons for the delay, including identifying the applicable act or omission of the **City** listed in Article 11.4.

11.6.1.2 A detailed factual statement of the claim providing all necessary dates, locations and items of **Work** affected by the claim.

11.6.1.3 The amount of additional compensation sought and a breakdown of that amount into categories as described in Article 26.2, subject to the limitations set forth in Article 11.7.

11.6.1.4 Any additional information requested by the **Commissioner**.

11.7 Recoverable Costs

11.7.1 Delay damages may be recoverable for the following costs actually and necessarily incurred in the performance of the **Work**:

11.7.1.1 Direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits, based on time and materials records;

11.7.1.2 Necessary materials (including transportation to the **Site**), based on time and material records;

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Insurance and bond costs;

11.7.1.5 Extended field office costs;

11.7.1.6 Extended **Site** overhead; and

11.7.1.7 Extended home office overhead.

11.7.2 Recoverable Subcontractor Costs. When the **Work** is performed by a **Subcontractor**, the **Contractor** may be paid the actual and necessary costs of such subcontracted **Work** as outlined above in Articles 11.7.1.1 through 11.7.1.6, and an

additional overhead of five (5%) percent of the costs outlined in Articles 11.7.1.1 through 11.7.1.3.

11.7.3 Non-Recoverable Costs. The parties agree that the **City** will have no liability for the following items and the **Contractor** agrees it shall make no claim for the following items:

11.7.3.1 Profit, or loss of anticipated or unanticipated profit;

11.7.3.2 Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Determinations under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 If the parties agree, pursuant to Article 11.1.3 above, that a compensable delay has occurred and agree on the amount of compensation, payment may be made pursuant to a written change order. Payment pursuant to such change order is subject to pre-audit by the **Engineering Audit Officer**, and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

12.1 During the progress of the **Work**, **Other Contractors** may be engaged in performing other work or may be awarded other contracts for additional work on this **Project**. In that event, the **Contractor** shall coordinate the **Work** to be done hereunder with the work of such **Other Contractors** and the **Contractor** shall fully cooperate with such **Other Contractors** and carefully fit its own **Work** to that provided under other contracts as may be directed by the **Engineer**. The **Contractor** shall not commit or permit any act which will interfere with the performance of work by any **Other Contractors**.

12.2 If the **Engineer** determines that the **Contractor** is failing to coordinate its **Work** with the work of **Other Contractors** as the **Engineer** has directed, then the **Commissioner** shall have the right to withhold any payments otherwise due hereunder until the **Contractor** completely complies with the **Engineer's** directions.

12.3 The **Contractor** shall notify the **Engineer** in writing if any **Other Contractor** on this **Project** is failing to coordinate its work with the **Work** of this **Contract**. If the **Engineer** finds such charges to be true, the **Engineer** shall promptly issue such directions to the **Other Contractor** with respect thereto as the situation may require. The **City** shall not, however, be liable for any damages suffered by any **Other Contractor's** failure to coordinate its work with the **Work** of this **Contract** or by reason of the **Other Contractor's** failure to promptly comply with the directions so issued by the **Engineer**, or by reason of any **Other Contractor's** default in performance, it being understood that the **City** does not guarantee the responsibility or continued efficiency of any contractor. The **Contractor** agrees to make no claim against

the **City** for any damages relating to or arising out of any directions issued by the **Engineer** pursuant to this Article 12 (including but not limited to the failure of any **Other Contractor** to comply or promptly comply with such directions), or the failure of the **Engineer** to issue any directions, or the failure of any **Other Contractor** to coordinate its work, or the default in performance of any **Other Contractor**.

12.4 The **Contractor** shall indemnify and hold the **City** harmless from any and all claims or judgments for damages and from costs and expenses to which the **City** may be subjected or which it may suffer or incur by reason of the **Contractor's** failure to comply with the **Engineer's** directions promptly; and the **Comptroller** shall have the right to exercise the powers reserved in Article 23 with respect to any claims which may be made for damages due to the **Contractor's** failure to comply with the **Engineer's** directions promptly. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.5 Should the **Contractor** sustain any damage through any act or omission of any **Other Contractor** having a contract with the **City** for the performance of work upon the **Site** or of work which may be necessary to be performed for the proper prosecution of the **Work** to be performed hereunder, or through any act or omission of a subcontractor of such **Other Contractor**, the **Contractor** shall have no claim against the **City** for such damage, but shall have a right to recover such damage from the **Other Contractor** under the provision similar to the following provisions which apply to this **Contract** and have been or will be inserted in the contracts with such **Other Contractors**:

12.5.1 Should any **Other Contractor** having or who shall hereafter have a contract with the **City** for the performance of work upon the **Site** sustain any damage through any act or omission of the **Contractor** hereunder or through any act or omission of any **Subcontractor** of the **Contractor**, the **Contractor** agrees to reimburse such **Other Contractor** for all such damages and to defend at its own expense any action based upon such claim and if any judgment or claim (even if the allegations of the action are without merit) against the **City** shall be allowed the **Contractor** shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and agrees to indemnify and hold the **City** harmless from all such claims. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

12.6 The **City's** right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in Article 15, or by the exercise of any other remedy provided for by **Contract** or by **Law**.

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

13.1 If performance by the **Contractor** is delayed for a reason set forth in Article 13.3, the **Contractor** may be allowed a reasonable extension of time in conformance with this Article 13 and the **PPB Rules**.

13.2 Any extension of time may be granted only by the **ACCO** or by the Board for the Extension of Time (hereafter "**Board**") (as set forth below) upon written application by the **Contractor**.

13.3 Grounds for Extension: If such application is made, the **Contractor** shall be entitled to an extension of time for delay in completion of the **Work** caused solely:

13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or

13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or

13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).

13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

13.5 The determination made by the **ACCO** or the Board on an application for an extension of time shall be binding and conclusive on the **Contractor**.

13.6 The **ACCO** or the Board acting entirely within their discretion may grant an application for an extension of time for causes of delay other than those herein referred.

13.7 Permitting the **Contractor** to continue with the **Work** after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the **Contractor** after such time, shall in no way operate as a waiver on the part of the **City** of any of its rights under this **Contract**.

13.8 Application for Extension of Time:

13.8.1 Before the **Contractor's** time extension request will be considered, the **Contractor** shall notify the **ACCO** of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the **ACCO** identifying:

13.8.1(a) The **Contractor**; the registration number; and **Project** description;

13.8.1(b) Liquidated damage assessment rate, as specified in the **Contract**;

13.8.1(c) Original total bid price;

13.8.1(d) The original **Contract** start date and completion date;

13.8.1(e) Any previous time extensions granted (number and duration); and

13.8.1(f) The extension of time requested.

13.8.2 In addition, the application for extension of time shall set forth in detail:

13.8.2(a) The nature of each alleged cause of delay in completing the **Work**;

13.8.2(b) The date upon which each such cause of delay began and ended and the number of **Days** attributable to each such cause;

13.8.2(c) A statement that the **Contractor** waives all claims except for those delineated in the application, and the particulars of any claims which the **Contractor** does not agree to waive. For time extensions for **Substantial Completion** and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and

13.8.2(d) A statement indicating the **Contractor's** understanding that the time extension is granted only for purposes of permitting continuation of **Contract** performance and payment for **Work** performed and that the **City** retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

13.9 Analysis and Approval of Time Extensions:

13.9.1 For time extensions for partial payments, a written determination shall be made by the **ACCO** who may, for good and sufficient cause, extend the time for the performance of the **Contract** as follows:

13.9.1(a) If the **Work** is to be completed within six (6) months, the time for performance may be extended for sixty (60) **Days**;

13.9.1(b) If the **Work** is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) **Days** may be granted;

13.9.1(c) If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

13.9.1(d) If exceptional circumstances exist, the **ACCO** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c). In that event, the **ACCO** shall file with the Mayor's Office of Contract Services a written explanation of the exceptional circumstances.

13.9.2 For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **ACCO**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**). The report shall be subject to review by and approval of the Board, which shall have authority to question its analysis and determinations and request additional facts or documentation. The report as reviewed and made final by the Board shall be made a part of the **Agency** contract file. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

13.9.3 Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the Board which is comprised of the **ACCO** of the **Agency**, the **City** Corporation Counsel, and the **Comptroller**, or their authorized representatives.

13.9.4 Neither the granting of any application for an extension of time to the **Contractor** or any **Other Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

13.10 No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its representatives, except as provided for in Article 11.

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

14.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed in Schedule A of the General Conditions, or within the time to which such **Substantial Completion** may be extended.

14.2 Determining the Date of **Substantial Completion**: The **Work** will be deemed to be substantially complete when the two conditions set forth below have been met.

14.2.1 Inspection: The **Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

14.2.2 Approval of **Final Approved Punch List** and Date for **Final Acceptance**: Following inspection of the **Work**, the **Engineer** shall furnish the **Contractor** with a final punch list, specifying all items of **Work** to be completed and proposing dates for the completion of each specified item of **Work**. The **Contractor** shall then submit in writing to the **Engineer** within ten (10) **Days** of the **Engineer** furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of **Work**. If the **Contractor** proposes alternative dates, then, within a reasonable time after receipt, the **Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, the **Engineer** shall establish dates for the completion of each item of **Work**. If the **Contractor** neither accepts the dates nor proposes alternative dates within ten (10) **Days**, the schedule proposed by the **Engineer** shall be deemed accepted. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

14.3 Date of **Substantial Completion**. The date of approval of the **Final Approved Punch List**, shall be the date of **Substantial Completion**. The date of approval of the **Final Approved Punch List** shall be either (a) if the **Contractor** approves the final punch list and proposed dates for completion furnished by the **Engineer**, the date of the **Contractor's** approval; or (b) if the **Contractor** neither accepts the dates nor proposes alternative dates, ten (10) **Days** after the **Engineer** furnishes the **Contractor** with a final punch list and proposed dates for completion; or (c) if the **Contractor** proposes alternative dates, the date that the **Engineer** sends written notification to the **Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

14.4 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of the **Engineer's** inspection if, upon such inspection, the **Engineer** finds that all items on the **Final Approved Punch List** are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

14.5 Request for Inspection: Inspection of the **Work** by the **Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.6 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

14.7 Initiation of Inspection by the **Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **Engineer** may initiate such inspection or re-inspection.

ARTICLE 15. LIQUIDATED DAMAGES

15.1 In the event the **Contractor** fails to substantially complete the **Work** within the time fixed for such **Substantial Completion** in Schedule A of the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in Schedule A of the General Conditions, for each and every **Day** that the time consumed in substantially completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the **Substantial Completion** of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This Article 15 shall also apply to the **Contractor** whether or not the **Contractor** is defaulted pursuant to Chapter X of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

15.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

15.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

16.1 Unless otherwise provided for in the **Specifications**, the **Commissioner** may take over, use, occupy or operate any part of the **Work** at any time prior to **Final Acceptance**, upon written notification to the **Contractor**. The **Engineer** shall inspect the part of the **Work** to be taken over, used, occupied, or operated, and will furnish the **Contractor** with a written statement of the **Work**, if any, which remains to be performed on such part. The **Contractor** shall not object to, nor interfere with, the **Commissioner's** decision to exercise the rights granted by Article 16. In the event the **Commissioner** takes over, uses, occupies, or operates any part of the **Work**:

16.1.1 the **Engineer** shall issue a written determination of **Substantial Completion** with respect to such part of the **Work**;

16.1.2 the **Contractor** shall be relieved of its absolute obligation to protect such part of the unfinished **Work** in accordance with Article 7;

16.1.3 the **Contractor's** guarantee on such part of the **Work** shall begin on the date of such use by the **City**; and;

16.1.4 the **Contractor** shall be entitled to a return of so much of the amount retained in accordance with Article 21 as it relates to such part of the **Work**, except so much thereof as may be retained under Articles 24 and 44.

CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

17.1 The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price fixed in Schedule A of the General Conditions, without prior written permission from the **Commissioner**. All subcontracts made by the **Contractor** shall be in writing. No **Work** may be performed by a **Subcontractor** prior to the **Contractor** entering into a written subcontract with the **Subcontractor** and complying with the provisions of this Article 17.

17.2 Before making any subcontracts, the **Contractor** shall submit a written statement to the **Commissioner** giving the name and address of the proposed **Subcontractor**; the portion of the **Work** and materials which it is to perform and furnish; the cost of the subcontract; the VENDEX questionnaire if required; the proposed subcontract if requested by the **Commissioner**; and any other information tending to prove that the proposed **Subcontractor** has the necessary facilities, skill, integrity, past experience, and financial resources to perform the **Work** in accordance with the terms and conditions of this **Contract**.

17.3 In addition to the requirements in Article 17.2, **Contractor** is required to list the **Subcontractor** in the web based Subcontractor Reporting System through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip.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.

¹ In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at www.nyc.gov/pip. Additional assistance with PIP may be obtained by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

17.4 If an approved **Subcontractor** elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such **Subcontractor** shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 **Payment to Subcontractors:** The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 **Prevailing Rate of Wages:** The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 **Section 6-123 of the Administrative Code:** Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand (\$50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

**CHAPTER V
CONTRACTOR'S SECURITY AND GUARANTEE**

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the City shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the City shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the **Contract** and furnishes the required payment and performance security, the City shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the City.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the City as security for the Contractor's faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the Contractor after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the City for payment.

19.3 If the Contractor is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the Comptroller may deem necessary, may be retained and then applied by the Comptroller:

19.3.1 To compensate the City for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the City against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the Contractor to provide a payment bond or where the **Contract** does not 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, at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this **Contract**. Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this **Contract** and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Pollution Liability Insurance covering itself (or the **Subcontractor** doing such **Work**) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City Corporation Counsel**.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City Corporation Counsel**, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the **City** is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the Contractor:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance

consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor's** own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor Insurance:** In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an **Additional Insured** with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

- (a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

the amount of such claim, or so much thereof as the **Comptroller** may deem necessary, may be withheld by the **Comptroller**, as security against such claim, from any money due hereunder. The **Comptroller**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller**

shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

**CHAPTER VI
CHANGES, EXTRA WORK, AND DOCUMENTATION OF CLAIM**

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 **Overrun of Unit Price Item**: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1 For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 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 for as long as such damages are incurred, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer, Architect or Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

CHAPTER VII
POWERS OF THE RESIDENT ENGINEER,
THE ENGINEER OR ARCHITECT AND THE COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance of the **Work**, subject to review by the **Commissioner**. The **Resident Engineer** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications, and Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the **Commissioner** may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program

registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency head**, or **Commissioner**.

35.3.2 If any of the **Contractor's** officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor's Subcontractors** having subcontracts with a value in excess of \$100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of \$100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at \$100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor, Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor, Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City Department of Business Services, Division of Labor Services (DLS)** and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

In addition to any actions taken under this **Contract**, failure to comply with E.O. 50 and the rules and regulations promulgated thereunder, in one or more instances, may result in a **City Agency** declaring the **Contractor** to be non-responsible in future procurements. The **Contractor** further agrees that it will refrain from entering into any **Contract** or **Contract** modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a **Subcontractor** who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 **Hours of Work:** No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to

work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller**, where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

37.4.1(b) The stipulated minimum hourly wage scale as provided in Labor Law section 220-d, as amended.

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the City for liquidated damages, which may be withheld from any amounts due on any contracts with the City of such party responsible, or may be recovered in actions brought by the City Corporation Counsel in the name of the City, in addition to damages for any other breach of this Contract, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract. In addition, the Commissioner shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original Contractor shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the Comptroller, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the Contractor of the withholding or recovery of such sums by the City.

37.4.3 A determination by the Comptroller that a Contractor and/or its Subcontractor willfully violated Labor Law Section 220 will be forwarded to the City's five District Attorneys for review.

37.4.4 The Contractor's or Subcontractor's noncompliance with this Article 37.4 and Labor Law Section 220 may result in an unsatisfactory performance evaluation and the Comptroller may also find and determine that the Contractor or Subcontractor willfully violated the New York Labor Law.

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the Contractor is a non-responsible bidder on subsequent procurements with the City and thus a rejection of a future award of a contract with the City, as well as any other sanctions provided for by Law.

37.4.4(b) Labor Law Section 220-b, as amended, provides that when two (2) final determinations have been rendered against a Contractor or Subcontractor within any consecutive six (6) year period determining that such Contractor or Subcontractor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with the Labor Law and this Article 37.4, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public works projects are rendered simultaneously, such Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the second final determination. If the final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor or Subcontractor shall be ineligible to submit a bid on or be awarded any public works contract with the City for a period of five (5) years from the first final determination.

37.4.4(c) Labor Law Section 220, as amended, provides that the Contractor or Subcontractor found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the Contractor or Subcontractor may be directed to make payment of a further sum as

a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 **Notices Posted At Site:** Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation Law Section 51 notice, all other notices required by Law to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 **Daily Site Sign-in Sheets:** Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 **Individual Employee Information Notices:** Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand (\$250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this

Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site Laminated Identification Badges:** The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 **Language Other Than English Used On Site:** Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 **Provision of Records:** The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller**, such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million (\$1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand (\$750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of

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 Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and

purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor Exempt Purchase Certificate** to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days'** written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

63.6.2 The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**' written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and

material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand

(\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to 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 5.

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 of: Eight Million Five Hundred and Fifty Six Thousand Four Hundred Dollars, (\$8,556,442.49), 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.

And Forty Two and Forty Nine Cents

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 payment in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.

ARTICLE 77. RECORDS RETENTION

77.1 The Contractor agrees to retain all books, records, and other documents relevant to this Contract for six years after the final payment or termination of this Contract, whichever is later. City, state, and federal auditors and any other persons duly authorized by the City shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT

NOTICE TO ALL PROSPECTIVE CONTRACTORS

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter "Section 6-129"). Section 6-129 establishes the program for participation in City procurement ("M/WBE Program") by minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs"), certified in accordance with Section 1304 of the New York City Charter. As stated in Section 6-129, the intent of the program is to address the impact of discrimination on the City's procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are pursuant to Section 6-129, and the rules of the Department of Small Business Services ("DSBS") promulgated thereunder.

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the "M/WBE Utilization Plan"), and are detailed below. The Contractor must comply with all applicable MBE and WBE requirements for this Contract.

All provisions of Section 6-129 are hereby incorporated in the Contract by reference and all terms used herein that are not defined herein shall have the meanings given such terms in Section 6-129. Article I, Part A, below, sets forth provisions related to the participation goals for construction, standard and professional services contracts. Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE Program.

PART A

PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS

1. The MBE and/or WBE Participation Goals established for this Contract or Task Orders issued pursuant to this Contract, ("Participation Goals"), as applicable, are set forth on Schedule B, Part I to this Contract (see Page 1, line 1 Total Participation Goals) or will be set forth on Schedule B, Part I to Task Orders issued pursuant to this Contract, as applicable.

The **Participation Goals** represent a percentage of the total dollar value of the Contract or Task Order, as applicable, that may be achieved by awarding subcontracts to firms certified with New York City Department of Small Business Services as MBEs and/or WBEs, and/or by crediting the participation of prime contractors and/or qualified joint ventures as provided in Section 3 below, unless the goals have been waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

2. If **Participation Goals** have been established for this Contract or Task Orders issued pursuant to this Contract, Contractor agrees or shall agree as a material term of the Contract that Contractor shall be subject to the **Participation Goals**, unless the goals are waived or modified by Agency in accordance with Section 6-129 and Part A, Sections 10 and 11 below, respectively.

3. If **Participation Goals** have been established for this Contract or Task Order issued pursuant to this Contract, a Contractor that is an MBE and/or WBE shall be permitted to count its own participation toward fulfillment of the relevant **Participation Goal**, provided that in accordance with Section 6-129 the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that the Contractor pays to direct subcontractors (as defined in Section 6-129(c)(13)), and provided further that a Contractor that is certified as both an MBE and a WBE may count its own participation either toward the goal for MBEs or the goal for WBEs, but not both.

A Contractor that is a qualified joint venture (as defined in Section 6-129(c)(30)) shall be permitted to count a percentage of its own participation toward fulfillment of the relevant **Participation Goal**. In accordance with Section 6-129, the value of Contractor's participation shall be determined by subtracting from the total value of the Contract or Task Order, as applicable, any amounts that Contractor pays to direct subcontractors, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an MBE or WBE is entitled pursuant to the joint venture agreement, provided that where a participant in a joint venture is certified as both an MBE and a WBE, such amount shall be counted either toward the goal for MBEs or the goal for WBEs, but not both.

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

B. (i) If this Contract is for a master services agreement or other requirements type contract that will result in the issuance of Task Orders that will be individually registered ("Master Services Agreement") and is subject to M/WBE **Participation Goals**, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Participation Requirements for Master Services Agreements That Will Require Individually Registered Task Orders, Part II (page 2) indicating the prospective contractor's certification and required affirmations to make all reasonable good faith efforts to meet participation goals established on each individual Task Order issued pursuant to this Contract, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified **Participation Goals** by soliciting and obtaining the participation of certified MBE and/or WBE firms. In the event that the Schedule B indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals** that may be established on Task Orders issued pursuant to this Contract, the bid or proposal, as applicable, shall be deemed nonresponsive.

(ii) **Participation Goals** on a Master Services Agreement will be established for individual Task Orders issued after the Master Services Agreement is awarded. If **Participation Goals** have been established on a Task Order, a contractor shall be required to submit a Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That Are Issued Pursuant to Master Services Agreements, Part II (see Pages 2-4) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; and (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end. The contractor must engage in good faith efforts to meet the **Participation Goals** as established for the Task Order unless Agency has granted the contractor a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

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

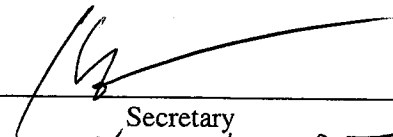
By: 
Associate Commissioner

CONTRACTOR: Tully Construction Co. Inc.

By: 
(Member of Firm or Officer of Corporation)
Peter K. Tully

Title: PRESIDENT

(Where Contractor is a Corporation, add):
Attest:


Secretary
Kenneth W. Tully

(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 23rd day of AUGUST, 2016, before me personally came Peter K. Tully to me known who, being by me duly sworn did depose and say that he resides at NASSAU COUNTY State of New York 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.

CAROL R. GORDON
Notary Public, State of New York
No. 01GO4680187
Qualified in Queens County
Commission Expires April 30, 2018

Carol R Gordon
Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

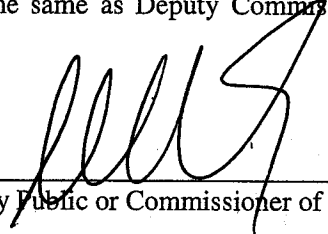
On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 23rd day of August, 2016, before me personally came Christine Flaherty 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

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2019

AUTHORITY

MAYOR'S CERTIFICATE NO. CBX
BUDGET DIRECTOR'S CERTIFICATE NO.

DATED
DATED

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to

Eight Million Five Hundred and Fifty Six Thousand
Four Hundred and Forty Two and Forty Nine cents

Dollars (\$ 8,556,442.49)

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.


Associate 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 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 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 #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

Bond #8244-13-49 Federal Insurance Company
Bond #015051714 Liberty Mutual Insurance Company

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

KNOW ALL PERSONS BY THESE PRESENTS,;

That we, Tully Construction Co., Inc.

127-50 Northern Boulevard

Flushing, NY 11368

hereinafter referred to as the "Principal,"
and, Federal Insurance Company

Liberty Mutual Insurance Company

15 Mountain View Road

175 Berkeley Street

Warren, NJ 07059

Boston, MA 02116

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns in the penal sum of Eight Million Five Hundred Fifty Six Thousand Four Hundred Forty Two Dollars and 49/100

(\$ 8,556,442.49) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

FMS ID: TF18-2012, E-Pin: 85016B0143001, DDC Pin:8502016TF0002C

Construction of the Queens Borough Hall Municipal Parking Field - Borough of Queens

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 96 to 99): 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 96 to 99): Use if the total contract price is more than \$5 Million.

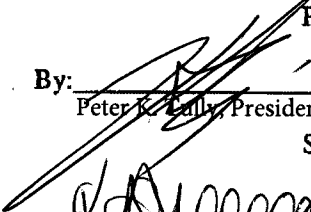
PERFORMANCE BOND #2 (Page 3)

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 August 20 16


(Seal)

Tully Construction Co., Inc. (L.S.)
Principal

By: 
Peter K. Tully, President

(Seal)

Surety

By: 
Crystal L. Stravato, Attorney-In-Fact
Federal Insurance Company

(Seal)

Surety

By: 
Crystal L. Stravato, Attorney-In-Fact
Liberty Mutual Insurance Company

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

(Seal)

Surety

By: _____

Bond Premium Rate Sliding Scale

Bond Premium Cost \$68,394.00

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 96 to 99): Use if the total contract price is more than \$5 Million.

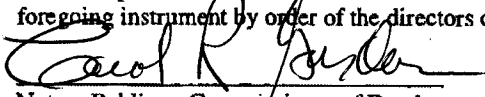
PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of New York County of Queens ss:

On this 22nd day of August, 20 16 before me personally came Peter K. Tully, to me known, who, being by me duly sworn did depose and say that he resides at Lattingtown, NY

_____ ; that he/she is the President of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.


Notary Public or Commissioner of Deeds.

CAROL R. GORDON
Notary Public, State of New York
No. 01GO4680187
Qualified in Queens County
Commission Expires April 30, 2018

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.

1957
BY
MAY 1957
C

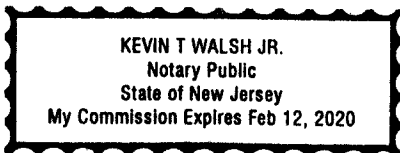
Acknowledgement of Surety Company

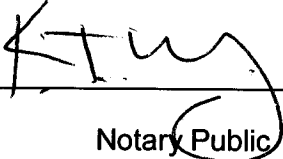
State of New Jersey

County of Morris

On the 22nd day of August, 2016 before me personally appeared Krystal L. Stravato to me known, who being by me duly sworn, did depose and say; that (s)he is the attorney-in-fact of Federal Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above county, the day and year written above.





Notary Public

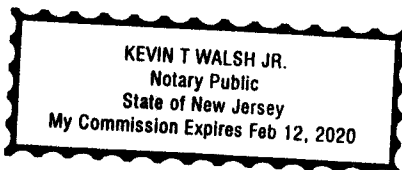
Acknowledgement of Surety Company

State of New Jersey

County of Morris

On the 22nd day of August, 2016 before me personally appeared Krystal L. Stravato to me known, who being by me duly sworn, did depose and say; that (s)he is the attorney-in-fact of Liberty Mutual Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above county, the day and year written above.





Notary Public

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 687,917	Outstanding Losses and Loss Expenses	\$ 12,174,848
United States Government, State and Municipal Bonds	9,544,097	Unearned Premiums.....	3,726,665
Other Bonds.....	4,491,238	Dividends Payable to Stockholder	1,400,000
Stocks	692,901	Ceded Reinsurance Premiums Payable.....	329,694
Other Invested Assets.....	<u>2,187,839</u>	Provision for Reinsurance	35,560
		Other Liabilities.....	<u>1,295,093</u>
 TOTAL INVESTMENTS	 <u>17,603,992</u>	 TOTAL LIABILITIES	 <u>18,961,860</u>
 Investments in Affiliates:			
Chubb Investment Holdings, Inc.....	3,679,770	Capital Stock	20,980
Pacific Indemnity Company.....	2,930,246	Paid-In Surplus.....	3,106,809
Executive Risk Indemnity Inc.....	1,267,144	Unassigned Funds	<u>10,150,916</u>
Chubb Insurance Investment Holdings Ltd....	1,020,650		
CC Canada Holdings Ltd.....	590,955		
Great Northern Insurance Company	469,230	SURPLUS TO POLICYHOLDERS.....	<u>13,278,705</u>
Chubb Insurance Company of Australia Ltd.	404,845		
Vigilant Insurance Company.....	306,232		
Chubb European Investment Holdings SLP ..	294,200		
Other Affiliates	566,480		
Premiums Receivable	1,659,749		
Other Assets	<u>1,447,072</u>		
 TOTAL ADMITTED ASSETS	 <u>\$ 32,240,565</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 <u>\$ 32,240,565</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me
this March 11, 2016.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits.....	\$753,038,641	Unearned Premiums.....	\$6,580,520,311
*Bonds — U.S Government.....	1,547,613,446	Reserve for Claims and Claims Expense.....	16,917,138,677
*Other Bonds.....	11,088,162,545	Funds Held Under Reinsurance Treaties.....	210,794,503
*Stocks.....	9,919,835,033	Reserve for Dividends to Policyholders.....	358,033
Real Estate.....	295,926,247	Additional Statutory Reserve.....	29,659,093
Agents' Balances or Uncollected Premiums.....	4,487,501,643	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	120,872,424	Other Liabilities.....	<u>2,789,478,276</u>
Other Admitted Assets.....	<u>14,130,266,527</u>	Total.....	<u>\$26,527,948,893</u>
		Special Surplus Funds.....	\$67,890,944
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,183,823
		Unassigned Surplus.....	6,908,192,846
		Surplus to Policyholders.....	<u>15,815,267,613</u>
Total Admitted Assets.....	<u>\$42,343,216,506</u>	Total Liabilities and Surplus.....	<u>\$42,343,216,506</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

T. Mikolajewski

Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

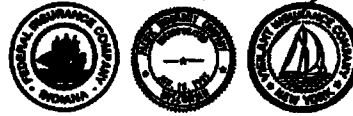
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ricardo Davila, Will Griffin and Michael Marino** of Miami, Florida; **Thomas MacDonald, Krystal L. Stravato and Kevin T. Walsh, Jr.** of Cedar Knolls, New Jersey; **Theresa J. Foley** of Roslyn Heights, New York

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **24th** day of **March, 2016**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **24th** day of **March, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with **David B. Norris, Jr.**, and knows him to be Vice President of said Companies; and that the signature of **David B. Norris, Jr.**, subscribed to said Power of Attorney is in the genuine handwriting of **David B. Norris, Jr.**, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **August 22, 2016**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7364925

American Fire and Casualty Company
The Ohio Casualty Insurance Company

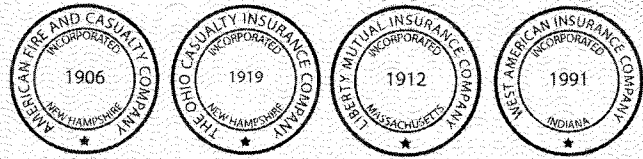
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin T. Walsh, Jr.; Krystal L. Stravato; Michael Marino; Thomas MacDonald

all of the city of Cedar Knolls, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

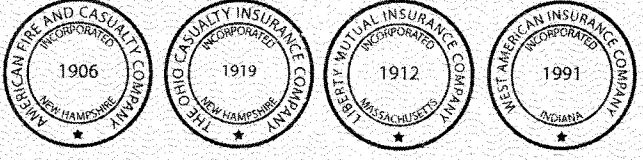
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of August, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or dual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

Bond #8244-13-49 Federal Insurance Company
Bond #015051714 Liberty Mutual Insurance Company

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, Tully Construction Co., Inc.

127-50 Northern Boulevard

Flushing, NY 11368

hereinafter referred to as the "Principal", and _____

Federal Insurance Company

Liberty Mutual Insurance Company

15 Mountain View Road

175 Berkeley Street

Warren, NJ 07059

Boston, MA 02116

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

Eight Million Five Hundred Fifty Six Thousand Four Hundred Forty Two Dollars and 49/100

(\$8,556,442.49) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for
FMS ID: TF18-2012, E-Pin: 85016B0143001, DDC Pin:8502016TF0002C

Construction of the Queens Borough Hall Municipal Parking Field - Borough of Queens

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 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

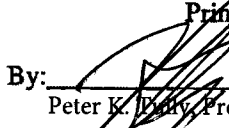
The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be place in this bond.

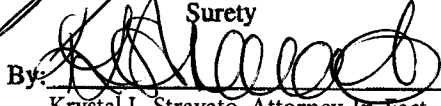
And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

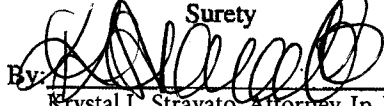
Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

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 August, 2016.

(Seal) Tully Construction Co., Inc. (L.S.)
Principal
By: 
Peter K. Pity, President

(Seal) Federal Insurance Company
Surety
By: 
Krystal L. Stravato, Attorney-In-Fact

(Seal) Liberty Mutual Insurance Company
Surety
By: 
Krystal L. Stravato, Attorney-In-Fact

(Seal) _____
Surety
By: _____

(Seal) _____
Surety
By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

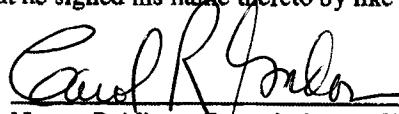
Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:

On this 22nd day of August, 2016, before me personally came Peter K. Tully to me known, who, being by me duly sworn did depose and say that he resides at Lattingtown, NY that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.


Notary Public or Commissioner of Deeds

CAROL R. GORDON
Notary Public, State of New York
No. 01GO4680187
Qualified in Queens County
Commission Expires April 30, 2018

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

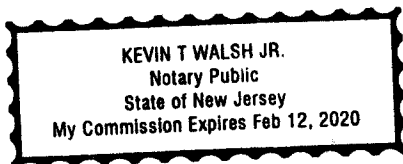
Acknowledgement of Surety Company

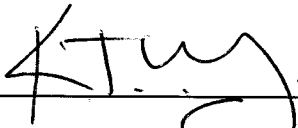
State of New Jersey

County of Morris

On the 22nd day of August, 2016 before me personally appeared Krystal L. Stravato to me known, who being by me duly sworn, did depose and say; that (s)he is the attorney-in-fact of Federal Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above county, the day and year written above.





Notary Public

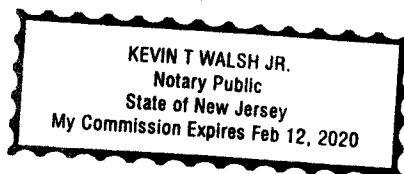
Acknowledgement of Surety Company

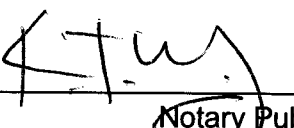
State of New Jersey

County of Morris

On the 22nd day of August, 2016 before me personally appeared Krystal L. Stravato to me known, who being by me duly sworn, did depose and say; that (s)he is the attorney-in-fact of Liberty Mutual Insurance Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above county, the day and year written above.





Notary Public

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

<u>ASSETS</u>	<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>
Cash and Short Term Investments..... \$ 687,917	Outstanding Losses and Loss Expenses \$ 12,174,848
United States Government, State and Municipal Bonds 9,544,097	Unearned Premiums..... 3,726,665
Other Bonds..... 4,491,238	Dividends Payable to Stockholder 1,400,000
Stocks..... 692,901	Ceded Reinsurance Premiums Payable..... 329,694
Other Invested Assets..... <u>2,187,839</u>	Provision for Reinsurance 35,560
	Other Liabilities..... <u>1,295,093</u>
 TOTAL INVESTMENTS <u>17,603,992</u>	 TOTAL LIABILITIES <u>18,961,860</u>
 Investments in Affiliates:	
Chubb Investment Holdings, Inc. 3,679,770	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,930,246	Paid-In Surplus..... 3,106,809
Executive Risk Indemnity Inc..... 1,267,144	Unassigned Funds <u>10,150,916</u>
Chubb Insurance Investment Holdings Ltd.... 1,020,650	
CC Canada Holdings Ltd..... 590,955	
Great Northern Insurance Company 469,230	SURPLUS TO POLICYHOLDERS..... <u>13,278,705</u>
Chubb Insurance Company of Australia Ltd. 404,845	
Vigilant Insurance Company..... 306,232	
Chubb European Investment Holdings SLP .. 294,200	
Other Affiliates 566,480	
Premiums Receivable 1,659,749	
Other Assets <u>1,447,072</u>	
 TOTAL ADMITTED ASSETS <u>\$ 32,240,565</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... <u>\$ 32,240,565</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me
this March 11, 2016.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits.....	\$753,038,641	Unearned Premiums.....	\$6,580,520,311
*Bonds — U.S Government.....	1,547,613,446	Reserve for Claims and Claims Expense.....	16,917,138,677
*Other Bonds.....	11,088,162,545	Funds Held Under Reinsurance Treaties.....	210,794,503
*Stocks.....	9,919,835,033	Reserve for Dividends to Policyholders.....	358,033
Real Estate.....	295,926,247	Additional Statutory Reserve.....	29,659,093
Agents' Balances or Uncollected Premiums.....	4,487,501,643	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	120,872,424	Other Liabilities.....	<u>2,789,478,276</u>
Other Admitted Assets.....	<u>14,130,266,527</u>	Total.....	<u>\$26,527,948,893</u>
Total Admitted Assets.....	<u>\$42,343,216,506</u>	Special Surplus Funds.....	\$67,890,944
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,183,823
		Unassigned Surplus.....	6,908,192,846
		Surplus to Policyholders.....	<u>15,815,267,613</u>
		Total Liabilities and Surplus.....	<u>\$42,343,216,506</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

T. Mikolajewski

Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ricardo Davila, Will Griffin and Michael Marino of Miami, Florida; Thomas MacDonald, Krystal L. Stravato and Kevin T. Walsh, Jr. of Cedar Knolls, New Jersey; Theresa J. Foley of Roslyn Heights, New York

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **24th** day of **March, 2016**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **24th** day of **March, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **August 22, 2016**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7364926

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

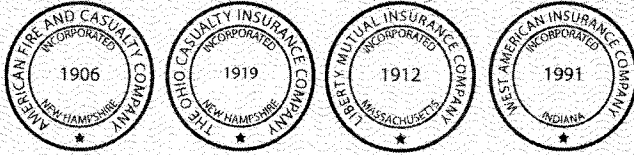
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kevin T. Walsh, Jr.; Krystal L. Stravato; Michael Marino; Thomas MacDonald

all of the city of Cedar Knolls, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of May, 2016

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

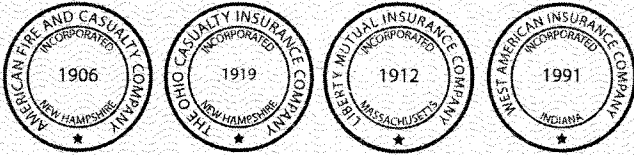
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of August, 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Risk Partners, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876	1-908-566-1010	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Tully Construction Co., Inc. 127-50 Northern Blvd Flushing, NY 11368		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ARCH INS CO	NAIC # 11150
		INSURER B: ALTERRA AMER INS CO	21296
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 47624348 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		11PKG8899905	03/31/16	03/31/17	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Cell \$500 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		11PKG8899905	03/31/16	03/31/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A				
B	Property		MAXA6IM0050762	06/05/16	06/05/17	Business Pers Prop 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: TF-18-2012 Construction of the Queens Borough Hall Municipal Parking Field Borough of Queens
Business Personal Property applies to Engineer's Field Office at unnamed location.
City of New York, including its officials and employees, are listed as Additional Insured as required by written contract.

CERTIFICATE HOLDER

New York City Department of Design and Construction
30-30 Thomson Ave
Long Island City, NY 11101
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R. Watson

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CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Construction Risk Partners

[Name of broker or agent (typewritten)]

252 West 37th St, Suite 200E, New York, NY 10018

[Address of broker or agent (typewritten)]

rwatson@constructionriskpartners.com

[Email address of broker or agent (typewritten)]

(646)625-7096 / 7099

[Phone number/Fax number of broker or agent (typewritten)]

R. Watson

[Signature of authorized official, broker, or agent]

Robert Watson, Account Manager

[Name and title of authorized official, broker, or agent (typewritten)]

State of New York.....)

County of Suffolk.....) ss.:

Sworn to before me this 22nd day of August, 2016

Daniel Zirpoli
NOTARY PUBLIC FOR THE STATE OF NY

DANIEL ZIRPOLI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ZI6307848
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES JUL 14, 2018

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Tully Construction Co., Inc. 127-50 Northern Blvd Flushing, NY 11368</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 718-446-7000</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 112493726</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>New York City Department of Design and Construction 30 - 30 Thomson Ave. Long Island City, NY 11101</p>	<p>3a. Name of Insurance Carrier Arch Indemnity Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" 14WCI8920105</p> <p>3c. Policy effective period 03/31/16-03/31/17</p> <p>3d. The Proprietor, Partners or Executive Officers are X included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Robert Watson
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: R. Watson 8/22/16
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (646)625-7096

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only): TULLY CONSTRUCTION CO., INC. 127-50 NORTHERN BLVD FLUSHING, NY 11368</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 7184467000</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured PENDING</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 11-2493726</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NYC DEPARTMENT OF DESIGN AND CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY, NY 11101</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" D83600-000</p> <p>3c. Policy effective period 11/27/2002 to 6/2/2017</p>

4. Policy covers:

A. All of the employer's employees eligible under the New York Disability Benefits Law

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 6/3/2016 By *Bela G. Adnyail*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Title SUPERVISOR:DBL/POLICY SERVICES

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
 If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
Signature of NYS Workers' Compensation Board Employee

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (9-15)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 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 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 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.)

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 92 to 95): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration ("SBA") for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 4)

ACKNOWLEDGMENT 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 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

PERFORMANCE BOND #2

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 #2 (Pages 96 to 99): 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 96 to 99): 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

_____ day of _____ 20 _____ .

(Seal) _____ (L.S.)
Principal

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____
Surety

(Seal) By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #2 (Pages 96 to 99): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he resides at _____

_____ ; that he/she is the _____ 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.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20 _____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ , and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

Affix Acknowledgments and Justification of Sureties.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of

(\$ _____) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or 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 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 2)

of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed 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 100 to 103): 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 _____ day of _____, _____.

(Seal) _____ (L.S.)
Principal

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Payment Bond (Pages 100 to 103): Use for any contract for which a Payment Bond is required.

PAYMENT BOND (Page 4)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____, _____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

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.

(NO TEXT ON THIS PAGE)

SCHEDULE OF WORKMEN, MECHANICS AND LABORERS

The following is a list of classifications for workmen, mechanics and laborers which are anticipated to be employed in the performance of work under this contract, followed by a schedule of the prevailing wage rates and supplemental benefits for all classifications as established by the Comptroller of the City of New York.

Request for interpretation or correction under Subsection A of Section No. 3 in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the work under this contract.

In the event that a trade not listed in the classification of trades required to be used at the time of the award of the contract is in fact employed during the performance of this contract, the Contractor shall be required to obtain from the agency the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this contract at the price at which the contract was awarded.

<u>CODE</u>	<u>CLASSIFICATION</u>
15 42 001	Rigger
15 42 002	Sign Erector
16 11 001	Gardener
16 11 002	Tree Pruner
16 11 003	Tree Remover
16 11 011	Asphalt Raker (Highway & Paving)
16 11 012	Tamper (Highway & Paving)
16 11 013	Curbsetter (Highway & Paving)
16 11 014	Formsetter (Highway & Paving)
16 11 015	Rammerman (Highway & Paving)
16 11 016	Laborer (Highway & Paving)
16 11 017	ALL OTHER TITLES (Highway & Paving)
16 23 001	Laborer
16 23 002	Operating Engineer (Heavy Construction-Maintenance)
16 23 003	Junior Operating Engineer
16 23 004	Junior Operating Engineer
16 23 005	Junior Operating Engineer
16 23 006	Fireman (Heavy Construction)
16 23 007	Oiler (Heavy Construction)
16 23 051	Surveyor-Heavy Construction
16 23 052	Surveyor-Heavy Construction-Instrument Man
16 23 053	Surveyor-Heavy Construction-Rodman
16 23 057	Surveyor-Land Surveying-Party Chief
16 23 058	Surveyor-Land Surveying-Instrument Man
16 23 059	Surveyor-Land Surveying-Rodman

CODECLASSIFICATION

16	23	061	Operating Engineer-Road & Heavy Construction
16	23	062	Operating Engineer-Paving
16	23	063	Operating Engineer-Concrete
16	23	071	Teamster-Heavy Equipment Trailer Driver
16	23	072	Teamster-Dump Truck Driver
16	23	073	Teamster-Flat Bed Trailer Driver (3-Axle)
16	23	074	Teamster-Redi-Mix (Sand and Gravel)
16	29	011	Drill Runners
17	11	001	Plumbers
17	21	001	Painter (Brush & Roller)
17	31	001	Electrician
17	41	001	Bricklayer
17	41	002	Mason Tender
17	41	004	Cement Mason
17	42	002	Metallic Lather
17	51	001	Carpenter
17	51	002	Dock Builder
17	71	001	Cement & Concrete Worker
17	91	001	Structural Iron Worker
17	95	001	Barman
17	96	021	Derrickmen & Riggers
17	99	001	Ornamental Iron Worker
17	99	002	Sandblaster
17	99	005	Pointers (Waterproofer)
17	99	011	Welders

Each classification may include trainees depending upon project staffing schedules and as required by the terms of this contract.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York State Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public works contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public works contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public works contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public works contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-7974. All callers must have the agency name and contract registration number available when calling with questions on public works contracts. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasył Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site www.comptroller.nyc.gov. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	5
BLASTER	5
BOILERMAKER.....	7
BRICKLAYER.....	8
CARPENTER - BUILDING COMMERCIAL	9
CARPENTER - HEAVY CONSTRUCTION WORK.....	10
CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST.....	11
CEMENT & CONCRETE WORKER.....	12
CEMENT MASON.....	13
CORE DRILLER	13
DERRICKPERSON AND RIGGER	15
DIVER	15
DOCKBUILDER - PILE DRIVER.....	16
DRIVER: TRUCK (TEAMSTER)	17
ELECTRICIAN	19
ELECTRICIAN - ALARM TECHNICIAN.....	22
ELECTRICIAN-STREET LIGHTING WORKER.....	23
ELEVATOR CONSTRUCTOR	24
ELEVATOR REPAIR & MAINTENANCE.....	25
ENGINEER	26
ENGINEER - CITY SURVEYOR AND CONSULTANT.....	31
ENGINEER - FIELD (BUILDING CONSTRUCTION)	32
ENGINEER - FIELD (HEAVY CONSTRUCTION)	33
ENGINEER - FIELD (STEEL ERECTION)	34
ENGINEER - OPERATING	35
FLOOR COVERER.....	43
GLAZIER	44
GLAZIER - REPAIR & MAINTENANCE	45
HEAT AND FROST INSULATOR	46
HOUSE WRECKER	47
IRON WORKER - ORNAMENTAL.....	47
IRON WORKER - STRUCTURAL.....	48
LABORER	49
LANDSCAPING	50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

MARBLE MECHANIC.....	52
MASON TENDER.....	53
MASON TENDER (INTERIOR DEMOLITION WORKER).....	54
METALLIC LATHER.....	55
MILLWRIGHT.....	56
MOSAIC MECHANIC.....	57
PAINTER.....	58
PAINTER - SIGN.....	58
PAINTER - STRIPER.....	59
PAINTER - STRUCTURAL STEEL.....	60
PAPERHANGER.....	61
PAVER AND ROADBUILDER.....	62
PLASTERER.....	64
PLASTERER - TENDER.....	65
PLUMBER.....	65
PLUMBER (MECHNICAL EQUIPMENT AND SERVICE).....	67
PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION).....	67
PLUMBER: PUMP & TANK.....	68
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION).....	69
ROOFER.....	70
SANDBLASTER - STEAMBLASTER.....	70
SHEET METAL WORKER.....	71
SHEET METAL WORKER - SPECIALTY.....	72
SHIPYARD WORKER.....	73
SIGN ERECTOR.....	75
STEAMFITTER.....	75
STEAMFITTER - REFRIGERATION AND AIR CONDITIONER.....	77
STONE MASON - SETTER.....	79
TAPER.....	80
TELECOMMUNICATION WORKER.....	81
TILE FINISHER.....	82
TILE LAYER - SETTER.....	83
TIMBERPERSON.....	83
TUNNEL WORKER.....	84
WELDER.....	86

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

ASBESTOS HANDLER

(Hazardous Material; Disturbs, removes, encapsulates, repairs, or encloses friable asbestos material)

Asbestos Handler

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.00**

Supplemental Benefit Rate per Hour: **\$15.95**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.89**

Supplemental Benefit Rate per Hour: **\$41.19**

Blaster (Hydraulic)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.71**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.25**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.46**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$40.42**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Powder Carriers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$36.53**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$35.25**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$34.50**
Supplemental Benefit Rate per Hour: **\$41.19**

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$20.68**
Supplemental Benefit Rate per Hour: **\$41.19**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Magazine Keepers:

Time and one half for work performed in excess of forty (40) hours per week and for work performed on Saturdays, Sundays and Holidays.

All Other Employees:

Time and one-half for the first eight hours of work on Saturday and for Make-up Time. Double time for all hours over eight Monday through Friday (except make-up hours) and for all hours worked on Sunday and Holidays.

Overtime

Double time the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

A single shift shall be 8 hours plus an unpaid lunch, starting at 8:00 A.M (or between 6:00 A.M. and 10:00 A.M. on weekdays). When two (2) shifts are employed, each shift shall be 8 hours plus ½ hour unpaid lunch. When three (3) shifts are employed, each shift will work seven and one-half (7 ½) hours, but will be paid for eight (8) hours, since only one-half (½) hour is allowed for mealtime. When two (2) or more shifts are employed, single time will be paid for each shift. The first 8 hours of any and all work performed Monday through Friday inclusive of any off-shift shall be at the single time rate.

(Local #29)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$51.56

Supplemental Benefit Rate per Hour: \$41.69

Supplemental Note: For time and one half overtime - \$61.94 For double overtime - \$82.18

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays

Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates

When shifts are required, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work seven and one-half (7 ½) hours and receive eight hours at the regular straight time hourly rate plus twenty-five cents (\$0.25) per hour. The third shift shall work seven (7) hours and receive eight hours at the regular straight time hourly rate plus fifty cents (\$0.50) per hour. A thirty (30) minute lunch period shall not be considered as time worked. Work in excess of the above shall be paid overtime at the appropriate new construction work or repair work overtime wage and supplemental benefit hourly rate.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.91

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$28.03

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Overtime rates to be paid outside the regular scheduled work day.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

Time and one half the regular rate after an 8 hour day.

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineering Structures and Building Foundations)

Heavy Construction Work

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$50.50
Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$49.60

Supplemental Benefit Rate per Hour: \$43.00

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$42.48**

Supplemental Benefit Rate per Hour: **\$26.57**

Supplemental Note: \$29.32 on Saturdays; \$32.07 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

CEMENT MASON

Cement Mason

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$39.80**

Supplemental Note: For time and one half overtime - \$49.05; For double overtime - \$58.30

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.82**

Supplemental Benefit Rate per Hour: **\$22.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Core Driller Helper

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$29.44**
Supplemental Benefit Rate per Hour: **\$22.69**

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$26.50**
Supplemental Benefit Rate per Hour: **\$22.69**

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$23.55**
Supplemental Benefit Rate per Hour: **\$22.69**

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$20.61**
Supplemental Benefit Rate per Hour: **\$22.69**

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (8½) hours from 6:00 A.M. to 2:30 P.M. and from 2:30 P.M. to 11:00 P.M., including one-half (½) hour of employees regular rate of pay for lunch. When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive seventy-five cents (\$0.75) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.84**

Supplemental Benefit Rate per Hour: **\$49.28**

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$50.70 - For work performed in Staten Island.

Overtime Description

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits. Deduct \$1.42 from the Staten Island hourly benefits rate before computing overtime.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$63.82**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$46.65

Diver Tender (Marine)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.47

Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$46.65

Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.53

Supplemental Benefit Rate per Hour: \$41.59

Supplemental Note: Over 40 hours worked: time and one half rate \$16.94, double time rate \$22.58

Driver - Tractor Trailer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$43.35

Supplemental Note: For over 40 hours worked: at time and one half - \$16.65; at double time - \$22.20

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.06

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$43.35**

Supplemental Note: Over 40 hours worked: time and one half rate \$16.65 double time rate \$22.20

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Off single shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half hours allowing for one half hour for lunch and receive 9 hours pay for 8 hours of work.

Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$36.30**

Supplemental Benefit Rate per Hour: **\$40.02**

Supplemental Note: Over 40 hours worked: time and one half rate \$13.90, double time rate \$18.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to be paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

ELECTRICIAN

(Including all low voltage cabling carrying data; video; and voice in combination with data and or video.)

Electrician "A" (Regular Day)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$50.03

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Day Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$50.03

Electrician "A" (Day Shift Overtime After 8 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$81.00
Supplemental Benefit Rate per Hour: \$53.41

Electrician "A" (Swing Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$63.36
Supplemental Benefit Rate per Hour: \$56.94

Electrician "A" (Swing Shift Overtime After 7.5 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$95.04
Supplemental Benefit Rate per Hour: \$60.91

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$70.97
Supplemental Benefit Rate per Hour: \$62.78

Electrician "A" (Graveyard Shift Overtime After 7 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$106.46
Supplemental Benefit Rate per Hour: \$67.23

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

Time and one half the regular rate for work on a holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:
Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.39.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$20.82**

First and Second Year "M" Wage Rate Per Hour: \$23.00

First and Second Year "M" Supplemental Rate: \$18.56

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.25**

Supplemental Benefit Rate per Hour: **\$22.54**

First and Second Year "M" Wage Rate Per Hour: \$34.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

First and Second Year "M" Supplemental Rate: \$20.00

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
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: 7/1/2015 - 3/9/2016
Wage Rate per Hour: \$31.40
Supplemental Benefit Rate per Hour: \$14.76
Supplemental Note: \$13.26 only after 8 hours worked in a day

Effective Period: 3/10/2016 - 6/30/2016
Wage Rate per Hour: \$32.00
Supplemental Benefit Rate per Hour: \$15.47
Supplemental Note: \$13.97 only after 8 hours worked in a day

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$51.86

Electrician - Electro Pole Foundation Installer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$40.93
Supplemental Benefit Rate per Hour: \$39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$35.05
Supplemental Benefit Rate per Hour: \$35.51

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: 7/1/2015 - 3/16/2016
Wage Rate per Hour: \$59.55
Supplemental Benefit Rate per Hour: \$31.07

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 3/17/2016 - 6/30/2016

Wage Rate per Hour: \$60.96

Supplemental Benefit Rate per Hour: \$32.67

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2015 - 3/16/2016

Wage Rate per Hour: \$46.92

Supplemental Benefit Rate per Hour: \$30.91

Effective Period: 3/17/2016 - 6/30/2016

Wage Rate per Hour: \$47.91

Supplemental Benefit Rate per Hour: \$32.51

Overtime Description

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$64.31
Supplemental Benefit Rate per Hour: \$34.25
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: \$102.90

Engineer - Heavy Construction Operating Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.40

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$99.84

Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.20

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$94.72

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.11

Supplemental Benefit Rate per Hour: \$34.25

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: \$99.38

Engineer - Heavy Construction Maintenance Engineer II

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

On Base Mounted Tower Cranes

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$81.54**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$130.46**

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$41.04**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$65.66**

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$42.11**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$67.38**

Engineer - Heavy Construction Oilers I

Gradalls, Cold Planer Grader, Concrete Pumps, Driving Truck Cranes, Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$56.02**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$89.63**

Engineer - Heavy Construction Oilers II

All gasoline, electric, diesel or air operated Shovels, Draglines, Backhoes, Keystones, Pavers, Gunite Machines, Battery of Compressors, Crawler Cranes, two-person Trenching Machines.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$38.79**
Supplemental Benefit Rate per Hour: **\$34.25**
Supplemental Note: \$61.60 on overtime
Shift Wage Rate: **\$62.06**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$59.77**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$95.63**

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$55.95**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$89.52**

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$42.64**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Shift Wage Rate: **\$68.22**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Engineer - Building Work Maintenance Engineers I

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$56.88**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.22**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$54.08**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunitite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.21**

Supplemental Benefit Rate per Hour: **\$34.25**

Supplemental Note: \$61.60 on overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$37.04
Supplemental Benefit Rate per Hour: \$18.60
Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Instrument Person

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$30.59
Supplemental Benefit Rate per Hour: \$18.60
Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$26.52**

Supplemental Benefit Rate per Hour: **\$18.60**

Supplemental Note: Overtime Benefit Rate - \$25.45 per hour (time & one half) \$32.30 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION) (Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$60.77**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$47.20**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Field Engineer - BC Rodperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$30.49**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime Benefit Rate - \$45.28 per hour (time & one half) \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

Field Engineer - HC Party Chief

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$66.43**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.82**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Field Engineer - HC Rodperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.99**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$62.26**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.57**

Supplemental Benefit Rate per Hour: **\$32.40**

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$32.61

Supplemental Benefit Rate per Hour: \$32.40

Supplemental Note: Overtime benefit rate - \$45.28 per hour (time & one half), \$58.15 per hour (double time).

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$71.75

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$114.80

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.29

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$118.86**

Operating Engineer - Road & Heavy Construction III

Mine Hoists, Cranes, etc. (Used as Mine Hoists)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$76.67**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$122.67**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$74.84**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$119.74**

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (employing Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$73.36**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$117.38**

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$69.69**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$111.50**

Operating Engineer - Road & Heavy Construction VII

Barrier Movers , Barrier Transport and Machines of a Similar Nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.25
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$90.00

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$43.63
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$55.03

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$66.26
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$106.02

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$60.89
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$97.42

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$47.28
Supplemental Benefit Rate per Hour: \$30.40
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: \$75.65

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$70.42**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$112.67**

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$68.19**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$109.10**

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$65.20**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$104.32**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$43.91**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$70.26**

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: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$62.25**
Supplemental Benefit Rate per Hour: **\$30.40**
Supplemental Note: \$55.10 overtime hours
Shift Wage Rate: **\$99.60**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.74

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$100.38

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$90.09

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$144.14

Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$69.69

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$111.50

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$67.87

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$108.59

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.40

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$91.84

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.51

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.25

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.51

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$77.40

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$123.84

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$74.37

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$118.99

Operating Engineer - Steel Erection III

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Compressors, Welding Machines.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.09

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$70.54

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.98

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Shift Wage Rate: \$67.17

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$61.27

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.85

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$69.76

Supplemental Benefit Rate per Hour: \$30.40

Supplemental Note: \$55.10 overtime hours

Operating Engineer - Building Work IV

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$73.91**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: **\$55.10** overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$68.09**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: **\$55.10** overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$67.37**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: **\$55.10** overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$53.54**

Supplemental Benefit Rate per Hour: **\$30.40**

Supplemental Note: **\$55.10** overtime hours

For New House Car projects Wage Rate per Hour **\$42.70**

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$50.50

Supplemental Benefit Rate per Hour: \$45.88

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER (New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2015 - 10/31/2015

Wage Rate per Hour: **\$43.35**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$45.34**

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.95**

Supplemental Benefit Rate per Hour: **\$36.84**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$45.59**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.68

Supplemental Benefit Rate per Hour: \$19.54

Overtime

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$57.38

Supplemental Benefit Rate per Hour: \$37.41

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium.

Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

**HOUSE WRECKER
(TOTAL DEMOLITION)**

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.52**

Supplemental Benefit Rate per Hour: **\$26.86**

House Wrecker - Tier B

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.90**

Supplemental Benefit Rate per Hour: **\$19.88**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.20**

Supplemental Benefit Rate per Hour: **\$47.67**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$48.75**

Supplemental Benefit Rate per Hour: **\$67.34**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$36.53

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

LANDSCAPING

(Landscaping tasks, as well as tree pruning, tree removing, spraying and maintenance in connection with the planting of street trees and the planting of trees in city parks but not when such activities are performed as part of, or in connection with, other construction or reconstruction projects.)

Landscaper (Above 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$26.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper (up to 3 years experience)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Groundperson

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.50
Supplemental Benefit Rate per Hour: \$14.55

Tree Remover / Pruner

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.00
Supplemental Benefit Rate per Hour: \$14.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.00
Supplemental Benefit Rate per Hour: \$14.55

Watering - Plant Maintainer

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$14.55

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$51.53**

Supplemental Benefit Rate per Hour: **\$35.73**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$51.89**

Supplemental Benefit Rate per Hour: **\$36.62**

Marble Finisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$40.53**

Supplemental Benefit Rate per Hour: **\$34.52**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$40.80**

Supplemental Benefit Rate per Hour: **\$35.15**

Marble Polisher

Effective Period: 7/1/2015 - 12/31/2015

Wage Rate per Hour: **\$36.65**

Supplemental Benefit Rate per Hour: **\$26.63**

Effective Period: 1/1/2016 - 6/30/2016

Wage Rate per Hour: **\$37.02**

Supplemental Benefit Rate per Hour: **\$27.01**

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.46**

Supplemental Benefit Rate per Hour: **\$22.13**

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$24.65**

Supplemental Benefit Rate per Hour: **\$16.45**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

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
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.63

Supplemental Benefit Rate per Hour: \$41.57

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (1/2) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$49.50

Supplemental Benefit Rate per Hour: \$52.01

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$45.91**

Supplemental Benefit Rate per Hour: **\$38.15**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.92 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.30**

Supplemental Benefit Rate per Hour: **\$38.14**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$48.91 per hour.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Local #7)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$41.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: **\$31.00** on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$26.37**

Supplemental Note: **\$31.00** on overtime

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.30**

Supplemental Benefit Rate per Hour: **\$7.22**

Journeyperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$37.48**

Supplemental Benefit Rate per Hour: **\$7.22**

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

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two (2) additional holidays as floating holidays

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$35.00**

Supplemental Benefit Rate per Hour: **\$12.27**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02 New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$39.00**

Supplemental Benefit Rate per Hour: **\$12.27**

Supplemental Note: Overtime Supplemental Benefit rate - \$8.02; New Hire Rate (0-3 months) - \$0.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 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.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Employees hired before April 1, 2003: 15% night shift premium differential for work commenced at 9:00 PM or later.

Vacation

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation. Vacation must be taken during winter months. 2 Personal Days except employees hired after 4/1/12 who do not have 2 years of service.

(Local #917)

PAINTER - STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2015 - 9/30/2015
Wage Rate per Hour: \$48.00
Supplemental Benefit Rate per Hour: \$34.58

Effective Period: 10/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.00
Supplemental Benefit Rate per Hour: \$36.08

Painter - Power Tool

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 9/30/2015

Wage Rate per Hour: \$54.00

Supplemental Benefit Rate per Hour: \$34.58

Effective Period: 10/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$36.08

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

Time and one half the regular rate after a 7 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$44.85**

Supplemental Benefit Rate per Hour: **\$36.92**

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.98**

Supplemental Benefit Rate per Hour: **\$36.92**

Production Paver & Roadbuilder - Screed Person

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.45

Supplemental Benefit Rate per Hour: \$36.92

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$44.85

Supplemental Benefit Rate per Hour: \$36.92

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.56

Supplemental Benefit Rate per Hour: \$36.92

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 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 15% over the single time rate for the screed person, rakers and

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

shovelers directly involved only. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

PLASTERER

Plasterer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$43.43**

Supplemental Benefit Rate per Hour: **\$27.95**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (½) hour to eat with this time being included in the seven (7) hours of work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$36.67

Supplemental Benefit Rate per Hour: \$28.02

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$65.27**

Supplemental Benefit Rate per Hour: **\$28.38**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$56.48**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$52.24**

Supplemental Benefit Rate per Hour: **\$22.28**

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.27

Supplemental Benefit Rate per Hour: \$13.34

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$20.62

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION)

Pointer - Waterproofer, Caulker Mechanic

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$40.70**

Supplemental Benefit Rate per Hour: **\$30.17**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

SANDBLASTER - STEAMBLASTER (Exterior Building Renovation)

Sandblaster / Steamblaster

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$24.40**

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$46.96**

Supplemental Benefit Rate per Hour: **\$45.19**

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$37.57**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$45.19

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$12.90

Supplemental Benefit Rate per Hour: \$8.07

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work that can only be performed outside regular working hours (seven hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.
Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

Sheet Metal Specialty Worker

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.64

Supplemental Benefit Rate per Hour: \$23.62

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.54

Supplemental Benefit Rate per Hour: \$3.01

Shipyard Mechanic - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.22

Supplemental Benefit Rate per Hour: \$2.73

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shipyard Laborer - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$20.90**

Supplemental Benefit Rate per Hour: **\$2.75**

Shipyard Laborer - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$13.86**

Supplemental Benefit Rate per Hour: **\$2.48**

Shipyard Dockhand - First Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$23.61**

Supplemental Benefit Rate per Hour: **\$2.86**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$15.94**

Supplemental Benefit Rate per Hour: **\$2.56**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Based on Survey Data

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.60

Supplemental Benefit Rate per Hour: \$46.28

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.

Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$52.79

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.80

Supplemental Benefit Rate per Hour: \$42.76

Supplemental Note: .

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$55.00

Supplemental Benefit Rate per Hour: \$52.79

Supplemental Note: Overtime supplemental benefit rate: \$104.84

Steamfitter -Temporary Services

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

The steamfitters shall not do any other work and shall not be permitted to work more than one shift in a twenty-four hour day. When steamfitters are present during the regular working day, no temporary services steamfitter will be required.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$41.80

Supplemental Benefit Rate per Hour: \$42.76

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$39.25**
Supplemental Benefit Rate per Hour: **\$13.81**

Refrigeration and Air Conditioner Service Person V

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$32.25**
Supplemental Benefit Rate per Hour: **\$12.44**

Refrigeration and Air Conditioner Service Person IV

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$26.72**
Supplemental Benefit Rate per Hour: **\$11.30**

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$22.93**
Supplemental Benefit Rate per Hour: **\$10.45**

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$19.02**
Supplemental Benefit Rate per Hour: **\$9.67**

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: **\$13.91**
Supplemental Benefit Rate per Hour: **\$8.78**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$47.20

Supplemental Benefit Rate per Hour: \$37.15

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2015 - 12/29/2015

Wage Rate per Hour: **\$46.32**

Supplemental Benefit Rate per Hour: **\$22.66**

Effective Period: 12/30/2015 - 6/30/2016

Wage Rate per Hour: **\$46.82**

Supplemental Benefit Rate per Hour: **\$22.66**

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER
(Voice Installation Only)

Telecommunication Worker

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.35

Supplemental Benefit Rate per Hour: \$13.19

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$40.03

Supplemental Benefit Rate per Hour: \$29.71

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

Tile Layer - Setter

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$51.61

Supplemental Benefit Rate per Hour: \$33.46

Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Timberperson

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$45.60

Supplemental Benefit Rate per Hour: \$46.67

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$59.17

Supplemental Benefit Rate per Hour: \$49.45

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$57.12
Supplemental Benefit Rate per Hour: \$47.80

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.07
Supplemental Benefit Rate per Hour: \$46.96

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$55.06
Supplemental Benefit Rate per Hour: \$46.07

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$48.16
Supplemental Benefit Rate per Hour: \$43.62

Blasters (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$56.47
Supplemental Benefit Rate per Hour: \$47.47

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$54.04
Supplemental Benefit Rate per Hour: \$45.45

All Others (Free Air Rates)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$49.93
Supplemental Benefit Rate per Hour: \$42.06

Microtunneling (Free Air Rates)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$43.23

Supplemental Benefit Rate per Hour: \$36.36

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #147)

WELDER

TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
ASBESTOS HANDLER	3
BOILERMAKER.....	3
BRICKLAYER.....	4
CARPENTER.....	5
CEMENT MASON.....	6
CEMENT AND CONCRETE WORKER.....	6
DERRICKPERSON & RIGGER (STONE).....	7
DOCKBUILDER/PILE DRIVER.....	8
ELECTRICIAN	8
ELEVATOR CONSTRUCTOR	10
ELEVATOR REPAIR & MAINTENANCE.....	11
ENGINEER	12
ENGINEER - OPERATING	13
FLOOR COVERER	14
GLAZIER	14
HEAT & FROST INSULATOR	15
HOUSE WRECKER	16
IRON WORKER - ORNAMENTAL.....	16
IRON WORKER - STRUCTURAL.....	17
LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE LAYER & COMMON).....	18
MARBLE MECHANICS	19
MASON TENDER	20
METALLIC LATHER.....	21
MILLWRIGHT	22
PAVER AND ROADBUILDER	22
PAINTER	23
PAINTER - STRUCTURAL STEEL.....	24
PLASTERER	24
PLUMBER	25
POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING RENOVATION).....	26
ROOFER.....	27
SHEET METAL WORKER.....	28
SIGN ERECTOR.....	29
STEAMFITTER	30
STONE MASON - SETTER.....	31
TAPER.....	32
TILE LAYER - SETTER	32
TIMBERPERSON	33

ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.95

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.95

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.00

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$31.66

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$33.32

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$35.00

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 85% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$36.67

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$38.34

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$40.01

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.14

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Carpenter (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

Carpenter (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.14

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyman's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.84

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.65

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.47

(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: 7/1/2015 - 6/30/2016
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: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$31.52

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$13.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$11.61
Overtime Supplemental Rate Per Hour: \$12.47

Electrician (First Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$12.12
Overtime Supplemental Rate Per Hour: \$13.04

Electrician (Second Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$15.00
Supplemental Benefit Rate per Hour: \$12.63
Overtime Supplemental Rate Per Hour: \$13.62

Electrician (Second Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.00
Supplemental Benefit Rate per Hour: \$13.14
Overtime Supplemental Rate Per Hour: \$14.19

Electrician (Third Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$17.00
Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$19.00
Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.00
Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.50
Supplemental Benefit Rate per Hour: \$20.82
Overtime Supplemental Rate Per Hour: \$22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.80
Supplemental Benefit Rate per Hour: \$20.46
Overtime Supplemental Rate Per Hour: \$22.14

Overtime Description

Overtime Wage paid at time and one half the regular rate
For "A" rated Apprentices (work in excess of 7 hours per day)
For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$26.94

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$28.41

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Elevator (Constructor) - Second Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.35

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.84

Elevator (Constructor) - Third Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.17

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.69

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.00

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.54

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.87

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.34

Elevator Service/Modernization Mechanic (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.76

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$29.60

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2015 - 3/16/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

Effective Period: 3/17/2016 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$30.43

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.68
Supplemental Benefit Rate per Hour: \$22.55

Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$29.60
Supplemental Benefit Rate per Hour: \$22.55

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.56

Supplemental Benefit Rate per Hour: \$22.55

Engineer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$35.52

Supplemental Benefit Rate per Hour: \$22.55

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour 40% of Journeyman's Rate

Supplemental Benefit Per Hour: \$20.15

Operating Engineer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyman's Rate

Supplemental Benefit Per Hour: \$20.15

Operating Engineer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyman's Rate

Supplemental Benefit Per Hour: \$20.15

(Local #14)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

FLOOR COVERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

Floor Coverer (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$31.14

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.64
Effective 11/1/2015 - Supplemental Rate Per Hour: \$13.79

Glazier (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$22.97
Effective 11/1/2015 - Supplemental Rate Per Hour: \$23.13

Glazier (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.87
Effective 11/1/2015 - Supplemental Rate Per Hour: \$26.03

Glazier (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.04
Effective 11/1/2015 - Supplemental Rate Per Hour: \$31.29

(Local #1281)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$21.17
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$22.32
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$23.97
Supplemental Benefit Rate per Hour: \$17.33

House Wrecker - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.53
Supplemental Benefit Rate per Hour: \$17.33

(Mason Tenders District Council)

**IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)**

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.50

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Iron Worker (Ornamental) - 11 -16 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.62

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$38.73

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$40.97

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$43.20

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$25.48
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.08
Supplemental Benefit Rate per Hour: \$46.83

Iron Worker (Structural) - 19 - 36 months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$26.68
Supplemental Benefit Rate per Hour: \$46.83

(Local #40 and #361)

**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE
LAYER & COMMON)**
(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First
1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Second 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Third 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -
Fourth 1000 hours**

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyman's rate
Supplemental Rate Per Hour: \$36.53

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Cutters & Setters - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Cutters & Setters - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Cutters & Setters - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Cutters & Setters - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Cutters & Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$21.39

Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$22.54

Supplemental Benefit Rate per Hour: \$18.44

Mason Tender - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$24.29

Supplemental Benefit Rate per Hour: \$18.49

Mason Tender - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$26.95

Supplemental Benefit Rate per Hour: \$18.49

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$22.89

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$34.01

Supplemental Benefit Rate per Hour: \$24.54

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$39.07

Supplemental Benefit Rate per Hour: \$25.69

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.01

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.11

Supplemental Benefit Rate per Hour: \$17.95

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$33.21

Supplemental Benefit Rate per Hour: \$17.95

(Local #46)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.23
Supplemental Benefit Rate per Hour: \$34.06

Millwright (Second Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$32.18
Supplemental Benefit Rate per Hour: \$37.62

Millwright (Third Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$37.13
Supplemental Benefit Rate per Hour: \$41.83

Millwright (Fourth Year)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$47.03
Supplemental Benefit Rate per Hour: \$48.31

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$27.05
Supplemental Benefit Rate per Hour: \$17.12

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$28.69
Supplemental Benefit Rate per Hour: \$17.12

(Local #1010)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$15.80
Supplemental Benefit Rate per Hour: \$11.88

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.40
Supplemental Benefit Rate per Hour: \$12.13

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$19.75
Supplemental Benefit Rate per Hour: \$15.73

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$15.98

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$23.70
Supplemental Benefit Rate per Hour: \$18.64

Effective Period: 11/1/2015 - 6/30/2016
Wage Rate per Hour: \$24.60
Supplemental Benefit Rate per Hour: \$18.89

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2015 - 10/31/2015
Wage Rate per Hour: \$31.60

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$24.02

Effective Period: 11/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.80

Supplemental Benefit Rate per Hour: \$24.27

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

PLASTERER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plasterer - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.54

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$14.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$23.87

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.97

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$28.82

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$30.22

Supplemental Benefit Rate per Hour: \$12.76

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$12.76

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR
BUILDING RENOVATION)**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$25.01

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 35% of Journeyman's Rate

Roofer - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyman's Rate

Roofer - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 60% of Journeyman's Rate

Roofer - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.24

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.71

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$23.00

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.02

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.06

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.10

Sheet Metal Worker (49-54 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.12

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$37.15

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$13.18

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$14.95

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.74

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$18.52

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$24.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.87

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.47

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.46

Sign Erector - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$33.43

Sign Erector - Sixth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$35.41

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Steamfitter - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Steamfitter - Third Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate per Hour: 65% of Journeyperson's rate.

Steamfitter - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Steamfitter - Fifth Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyperson's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 60% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 100% of Journeyperson's rate
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2015 - 6/30/2016

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: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 40% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

Timberperson - Second Year

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Rate Per Hour: \$31.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - Third Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

Timberperson - Fourth Year

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$31.54

(Local #1536)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

NYC ADMINISTRATIVE CODE § 6-109 SCHEDULE OF "LIVING WAGES"

Contractors who provide the following services to the City of New York must post a copy of this Living Wage Schedule at their work site(s) as required by New York City Administrative Code § 6-109:

- Building Services,
- Day Care Services,
- Food Services,
- Head Start Services,
- Homecare Services,
- Services to Persons with Cerebral Palsy, and
- Temporary Services.

In accordance with NYC Administrative Code § 6-109, the Comptroller of the City of New York promulgated this schedule of living wages for the above services on contracts for non-emergency work in excess of the small purchase limit set by the Procurement Policy Board; contracting agencies must annex this schedule to such contracts.

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to New York City Administrative Code section 6-109. The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

A city service contractor or subcontractor that provides homecare services, day care services, head start services or services to persons with cerebral palsy must pay its covered employees that directly render such services in performance of the city service contract or subcontract no less than the living wage and must provide its employees health benefits (supplemental benefits) or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. This requirement applies for each hour that the employee works performing the city service contract or subcontract.

A city service contractor or subcontractor that provides building services, food services or temporary services must pay its employees that are engaged in performing the city service contract or subcontract no less than the living wage or the prevailing wage, whichever is greater. Where the living wage is greater than the prevailing wage, the city service contractor or subcontractor must either provide its employees health benefits or must supplement their hourly wage rate by an amount no less than the health benefits supplement rate. Where the prevailing wage is greater than the living wage, the city service contractor or subcontractor must provide its employees the prevailing wage and supplements. These requirements apply for each hour that the employee works performing the city service contract or subcontract.

The appropriate schedule of living wages must be posted at all work sites pursuant to NYC Administrative Code 6-109.

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will not preclude a finding against the contractor for an underpayment of the applicable living wage or the applicable prevailing wage.

This schedule sets forth the living wage and benefit rates required to be annexed to and form part of the contract specifications for work covered by New York City Administrative Code § 6-109. Contractors performing such work are required to pay not less than the rates specified in this schedule for the applicable trade or occupation.

Benefits are paid for **EACH HOUR WORKED** unless otherwise noted.

Wasyl Kinach, P.E.
Director of Classifications
Bureau of Labor Law

TABLE OF CONTENTS

<u>CLASSIFICATION</u>	<u>PAGE</u>
BUILDING CLEANER AND MAINTAINER (OFFICE)	4
BUILDING CLEANER AND MAINTAINER (RESIDENTIAL).....	4
CLEANER (PARKING GARAGE).....	4
DAY CARE SERVICES	4
FOOD SERVICE EMPLOYEES.....	4
GARDENER.....	5
HEAD START SERVICES	5
HOMECARE SERVICES	6
SECURITY GUARD (ARMED)	6
SECURITY GUARD (UNARMED)	6
SERVICES TO PERSONS WITH CEREBRAL PALSY	7
TEMPORARY OFFICE SERVICES	7
WINDOW CLEANER	8

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

BUILDING CLEANER AND MAINTAINER (OFFICE)

For the above building service classification, see the Labor Law Section 230 Schedule.

BUILDING CLEANER AND MAINTAINER (RESIDENTIAL)

For the above building service classification, see the Labor Law Section 230 Schedule.

CLEANER (PARKING GARAGE)

For the above building service classification, see the Labor Law Section 230 Schedule.

DAY CARE SERVICES

Day Care Services

'Day Care Services' means provision of day care services through the city's center-based day care program administered under contract with the city's Administration for Children's Services. No other day care programs shall be covered, including family-based day care programs administered by city-contracted day care centers.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$16.63
Supplemental Benefit Rate per Hour: \$1.70

Cafeteria Attendant

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$11.67
Supplemental Benefit Rate per Hour: \$1.70

Counter Attendant

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$11.22
Supplemental Benefit Rate per Hour: \$1.70

Kitchen Helper / Dishwasher

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$11.04
Supplemental Benefit Rate per Hour: \$1.70

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$10.00
Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

HEMOCARE SERVICES

Home Care Services

'Homecare Services' means the provision of homecare services under the city's Medicaid Personal Care/Home Attendant or Housekeeping Programs, including but not limited to the In-Home Services for the Elderly Programs administered by the Department for the Aging.

For homecare services provided under the Personal Care Services program, the wage and supplemental benefit rate above shall apply only as long as the state and federal government maintain their combined aggregate proportionate share of funding and approved rates for homecare services in effect as of the date of the enactment of this section.

For contractors or subcontractors providing homecare services, the supplemental benefit rate may be waived by the terms of a bona fide collective bargaining agreement with respect to employees who have never worked a minimum of eighty (80) hours per month for two consecutive months for that covered employer, but such provision may not be waived for any employee once a minimum of eighty (80) hours for two consecutive months has been achieved.

Effective Period: 7/1/2015 - 6/30/2016
Wage Rate per Hour: \$10.00
Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$33.89

Supplemental Benefit Rate per Hour: None

Cashier

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

Clerk (various)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: None

Computer Assistant

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: \$20.12

Supplemental Benefit Rate per Hour: None

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Data Entry Operator

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$16.38**

Supplemental Benefit Rate per Hour: None

Receptionist

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$15.29**

Supplemental Benefit Rate per Hour: None

Secretary (various)

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$19.58**

Supplemental Benefit Rate per Hour: None

Word Processor

Effective Period: 7/1/2015 - 6/30/2016

Wage Rate per Hour: **\$18.32**

Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



Leonard A. Mancusi
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET ROOM 1120
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3621
FAX NUMBER: (212) 669-8491

ALAN G. HEVESI
COMPTROLLER

MEMORANDUM

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi 

Re: Security at Construction Sites

.....

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.

As always, your cooperation is appreciated.

-LAM:er
ACCO.SECURITY AT SITES



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

Contractor.

Dated _____, 20____

**APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY**

Acting Corporation Counsel

Dated _____, 20____



**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION
TURNPIKE, 126TH STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO
THE COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING
AREAS, SITE LIGHTING, RETAINING WALLS, STORMWATER, NEW
SERVICE CONNECTIONS AND DISTRIBUTION FOR WATER, AND ELECTRIC

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

Tully Construction Co. Inc. Contractor.

Dated August 23, 2016

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

[Signature] Acting Corporation Counsel

[Signature]
5/31/16

Dated May 31, 2016



**Department of
Design and
Construction**

**THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE**

30-30 THOMSON AVENUE
LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000
WEBSITE www.nyc.gov/buildnyc

VOLUME 3 OF 3

**SCHEDULE A
SPECIFICATIONS AND
REVISIONS TO STANDARD SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: TF18-2012N

**CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD**

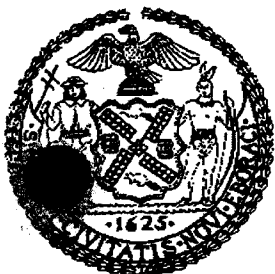
**A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY
UNION TURNPIKE, 126TH STREET, 82ND AVENUE AND 132ND STREET**

**INCLUDING SITE WORK, STORMWATER MANAGEMENT AND
CONNECTION TO THE COMBINED SEWER, LANDSCAPE PLANTINGS,
VEHICULAR PARKING AREAS, SITE LIGHTING, RETAINING WALLS,
STORMWATER, NEW SERVICE CONNECTIONS AND DISTRIBUTION
FOR WATER, AND ELECTRIC**

**Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK**

FOR THE DEPARTMENT OF TRANSPORTATION
PREPARED BY
WXY ARCHITECTURE + URBAN DESIGN

MAY 4, 2016



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SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms. Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, August 1, 2015
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Waqar Ahmad, Tel. (718) 391-2056

1. NYCDEP Standard Sewer and Water Main Specifications, July 1, 2014
2. NYCDEP Instructions for Concrete Specifications, Jan. 92
3. NYCDEP General Specification 11-Concrete, November 1991
4. NYCDEP Sewer Design Standards, (September 2007) Revised January 2009

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for pick up between 8:00 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, 3rd Floor, Division of Infrastructure, Long Island City, N.Y. 11101. Contact: Mr. Robert Kuhlmann, Tel. (718) 391-2145

1. NYCDEP Water Main Standard Drawings
2. Specifications for Trunk Main Work, dated July 2014
3. Standards for Green Infrastructure, latest version, available only on-line at:

http://www.nyc.gov/html/dep/html/stormwater/green_infrastructure_standards.shtml

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for New York City Fire Department Communications facilities are available from the FDNY Facilities Management Bureau, Plant Operations Engineering, 316 Sgt. Beers Avenue Cluster 1 Box 16, Fort Totten, N.Y. 11359.

Contact: Mr. Ed Durkin, Tel. (718) 281-3933

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

VOLUME 3 OF 3
TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
SCHEDULE A	GENERAL CONDITIONS TO CONSTRUCTION CONTRACT	SA-1 to SA-14
R - PAGES	REVISIONS TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS	R-1 to R-2
I - PAGES	NEW SECTIONS	I-1 to I-132
S - PAGES	SPECIAL PROVISIONS	S-1 to S-10
SW - PAGES	SEWER AND WATER MAIN SPECIFICATIONS	SW-1 to SW-5

(NO TEXT ON THIS PAGE)

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>The Contractor shall obtain a bid security in the amount indicated to the right.</p>	<p>Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more.</p> <p>Certified Check: 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>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>Required for contracts in the amount of \$1,000,000 or more.</p> <p>Performance Security and Payment Security shall each be in an amount equal to 100% of the Contract Price.</p>
<p align="center"><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>\$1,500. 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>50</u> % of the Contract price</p>
<p align="center"><u>CONTRACT ARTICLE 21. 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><u>5</u> % of the value of the Work</p>

<p align="center"><u>CONTRACT ARTICLE 22.</u></p> <p align="center"><u>(Per Directions Below)</u></p>	See pages SA-5 through SA-11
<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>	1% of Contract price
<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>	Eighteen (18) Months, excluding Trees Twenty-four (24) Months for Tree Planting
<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.</p>	See Contract Article 74
<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 in Contract Article 75, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	See Contract Article 75
<p align="center"><u>CONTRACT ARTICLE 78.</u> <u>PARTICIPATION BY MINORITY-OWNED AND</u> <u>WOMEN-OWNED BUSINESS ENTERPRISES IN CITY</u> <u>PROCUREMENT</u></p>	See M/WBE Utilization Plan in the Bid Booklet

<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.40</u> <u>LIQUIDATED DAMAGES FOR</u> <u>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>250.00</u> for each calendar day of deficiency</p>
<p align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 6.70</u> <u>LIQUIDATED DAMAGES FOR</u> <u>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 align="center"><u>STANDARD HIGHWAY SPECIFICATIONS</u> <u>SECTION 7.13</u> <u>LIQUIDATED DAMAGES FOR</u> <u>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>250.00</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 365 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),

<input checked="" type="checkbox"/> Workers' Compensation	Art. 22.1.2	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.
<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>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><input type="checkbox"/> Additional Requirements:</p>

<input type="checkbox"/> Builders' Risk	Art. 22.1.4	<p>100 % of total value of Work</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>
<input checked="" type="checkbox"/> Commercial Auto Liability	Art. 22.1.5	<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>(1) City of New York, including its officials and employees, and</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><input type="checkbox"/> 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>\$ <u>2,000,000</u> per occurrence</p> <p>\$ <u>6,000,000</u> annual aggregate</p> <p>Named Insureds:</p> <ol style="list-style-type: none">1. New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), the Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.
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<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Professional Liability</p> <p>A. The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$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>	
<p>[OTHER] Art. 22.1.8</p> <p><input checked="" type="checkbox"/> 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>	

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 TEXT ON THIS PAGE)

R - PAGES**REVISIONS TO THE NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
STANDARD HIGHWAY SPECIFICATIONS**

NOTICE

THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION STANDARD HIGHWAY SPECIFICATIONS, DATED AUGUST 1, 2015, (WHICH INCLUDE, BUT ARE NOT LIMITED TO, "GENERAL CONDITIONS", "BASIC MATERIALS OF CONSTRUCTION", "COMBINED MATERIALS OF CONSTRUCTION", "CONSTRUCTION METHODS", "INSPECTION AND TESTING OF MATERIALS, ADJUSTMENTS FOR DEFICIENCIES, AND MAINTENANCE", AND "SUPPLEMENTAL CONSTRUCTION METHODS"), AS REVISED HEREIN (R-PAGES) AND BY ADDENDA ISSUED PRIOR TO THE OPENING OF BIDS, SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

ALL REFERENCES CONTAINED HEREIN (R-PAGES) ARE TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION, STANDARD HIGHWAY SPECIFICATIONS, DATED AUGUST 1, 2015. SAID STANDARD HIGHWAY SPECIFICATIONS ARE HEREBY REVISED UNDER THE FOLLOWING REVISIONS:

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I
2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

(NO TEXT ON THIS PAGE)

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

(NO TEXT)

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

(NO TEXT)

I - PAGES

NEW SECTIONS

NOTICE

THE PAGES CONTAINED HEREIN ARE NEW SECTION OF WORK THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

UNLESS OTHERWISE SPECIFIED, ALL SECTIONS, SUBSECTIONS, ARTICLES, AND SUBARTICLES AS REFERRED TO HEREIN (I-PAGES) ARE TO THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION'S (NYCDOT'S) STANDARD HIGHWAY SPECIFICATIONS, DATED AUGUST 1, 2015, AS CURRENTLY AMENDMENTS BY THE R-PAGES.

(NO TEXT ON THIS PAGE)

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
4.02 RAP	RECYCLED ASPHALT PAVEMENT (RAP) CONCRETE WEARING COURSE AND BINDER MIXTURE	I-1
4.13 GL	CONCRETE SIDEWALK WITH GROUND GLASS POZZOLAN	I-14
4.17 SG	SHRUBS AND GROUND COVER	I-16
4.18 RP	ROOT PRUNING	I-22
6.02 P	PNEUMATIC EXCAVATION AROUND TREES	I-25
6.18 SW	STEEL WELDED WIRE FENCE	I-29
6.34 A	TEMPORARY FENCING	I-33
7.55	NEW PIPE RAILING	I-36
9.13 HD	HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	I-39
9.91 A	STEEL SHEET PILING	I-42
E 260500	COMMON WORK RESULTS FOR ELECTRICAL (NOT A BID ITEM)	I-52
E 260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	I-54
E 260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	I-63
E 260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	I-68
E 260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS (NOT A BID ITEM)	I-73
E 262416	PANELBOARDS	I-76
E 262716	ELECTRICAL EQUIPMENT ENCLOSURE	I-80
E 262726	WIRING DEVICES	I-82
GI-2.07	OPEN GRADED STONE BASE	I-85
GI-2.09	GEOTEXTILE FABRIC	I-86
GI-2.13 A	ENGINEERED SOIL AND SAND	I-88
GI-2.14	MULCH	I-94
GI-5.05	PLANTING IN BIOSWALES, RAIN GARDENS AND PERIMETER AREAS NOT IN THE RIGHT-OF-WAY (NOT A BID ITEM)	I-96
GI-5.09	WATERING AND WEEDING DURING MAINTENANCE PERIOD (NOT A BID ITEM)	I-101
GI-5.13 A	STORMWATER INLET	I-103
NYC-640.25	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED PARKING SPACES	I-104

SECTION	DESCRIPTION	PAGE NO.
PK-12 D	WATER TAP. 2" DIAMETER	I-105
PK-13	TYPE K COPPER TUBING	I-106
PK-17	CAST IRON VALVE BOX, 5-1/4" DIAMETER	I-108
PK-124 C	CATCH BASIN	I-109
PK-143	RPZ & WATER METER WITH REMOTE AND STRUCTURE	I-112
PK-159 B	CURB & PROPERTY LINE VALVES - 2" DIAMETER	I-121
PK-184-GH1	GROUND HYDRANT - 1" DIAMETER	I-123
PK-473	DECOMPACT EXISTING TREE	I-125

SECTION 4.02 RAP

Recycled Asphalt Pavement (RAP) Concrete Wearing Course and Binder Mixture

4.02RAP.1. INTENT. This section describes construction of and placement of Recycled Asphalt Pavement (RAP) Concrete Wearing Course and Binder Mixture.

4.02RAP.2. DESCRIPTION.

(A) Recycled Asphalt Pavement (RAP) Concrete Wearing Course shall be two (2") inches or inches in thickness when compressed.

Two (2") inch asphaltic concrete wearing courses shall consist of a plant mixed Marshall Design high friction asphaltic concrete surface course, Type 6F RA, only additional binder mixture shall be placed when specified.

(B) Recycled Asphalt Pavement (RAP) Binder Mixture for base and where directed within designated limits shall consist of a plant mixed Marshall Design binder mixture base course, Type 3 RA.

Each lift of leveling course shall not exceed two (2") inches in thickness, unless otherwise provided or directed, in writing, by the Engineer.

4.02RAP.3. MATERIALS.

ASPHALT PAVING MIXTURES

All materials shall comply with the requirements of **ANNEXURE I, High Recycled Cement Asphalt Paving Mixtures (BINDER, ASPHALTIC CONCRETE AND REJUVENATING AGENT)**, for the type and asphalt penetration specified. All Sections and Sub-Sections included below under ANNEXURE I refer to the **NYCDOT Standard Highway Specifications (Latest)**.

4.02RAP.4. CONSTRUCTION METHODS.

Construction methods shall be in accordance with **NYCDOT Standard Highway Specifications (Latest), Subsection 4.02.4 of SECTION 4.02 – Asphaltic Concrete Wearing Course.**

4.02RAP.5. TRAFFIC. No traffic of any kind will be allowed on the pavement until permitted by the Engineer.

4.02RAP.6. DEFECTIVE WEARING COURSE. Such portions of the completed wearing course as are defective in finish, compaction, composition, density, or do not comply with the requirements of these specifications, shall be taken up, removed and replaced with suitable material properly laid in accordance with these specifications.

4.02RAP.7. MEASUREMENT.

(A) In determining the area of wearing course to be paid for, the areas of the spaces occupied by rails, bases of columns, manhole heads, gate boxes, roadway boxes and similar structures will be deducted when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

(B) The measured quantity of two (2") inches wearing course laid on an area basis, will be adjusted for deficiencies in thickness and density. The measured quantity of a six (6") inches binder mixture laid on an area basis shall be adjusted for deficiencies in thickness and density. Adjustment shall be made in accordance with **NYCDOT Standard Highway Specifications (Latest) Section 5.04.**

(C) The Contractor shall furnish a delivery ticket to the Engineer for all binder and asphaltic concrete delivered to the site on which shall be stamped the type, the time weighted and metered net weight of material contained in each vehicle. The certification of a licensed Weighmaster will be accepted in lieu of such delivery ticket. The Engineer will estimate the quantity of material from a given delivery which is wasted or not used in the work and deduct such quantity from the metered or certified weight in determining the quantity to be measured for payment.

4.02RAP.8. PRICES TO COVER.

(A) ASPHALTIC CONCRETE WEARING COURSE. The unit price shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish and lay the wearing course of the thickness specified, complete, in full compliance with the requirements of the specifications, to furnish and lay test strips, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and to maintain the courses or mixtures, as laid, in good condition as specified in **Section 5.05**.

No payment will be made under this Item where the Contractor fails to provide the Engineer with an approved Quality Control Plan and Marshall Design Mix. Also, no payment will be made for any asphalt work placed each work day in which a copy of all test results for gradation, asphalt cement content, and theoretical maximum density and the Marshall plug test results for stability, flow, and air voids were not submitted to the Engineer.

(B) BINDER MIXTURE. The unit price shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to furnish, lay and remove when directed the binder mixture, complete, in full compliance with the requirements of the specifications, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and to maintain the courses or mixtures, as laid, in good condition as specified in **NYCDOT Standard Highway Specifications (Latest) Section 5.05**.

(C) No separate payment will be made for the cost of furnishing and applying of tack coat as directed under **Subsection 4.02.4.(H) of NYCDOT Standard Highway Specifications SECTION 4.02 - Asphaltic Concrete Wearing Course**. Where a tack coat is required to be placed, in accordance with these specifications and the directions of the Engineer, and the Contractor fails to apply the required tack coat as specified, the City will take a credit of one (\$1.00) dollar per square yard of pavement placed without the tack coat.

Payment will be made under:

Item No.	Item	Pay Unit
4.02 AF-2RAP	RECYCLED ASPHALT PAVEMENT (RAP) CONCRETE WEARING COURSE 2" THICK	S.Y.
4.02 CA-6RAP	RECYCLED ASPHALT PAVEMENT (RAP) BINDER MIXTURE 6" THICK	S.Y.

ANNEXURE I
High Recycled Cement Asphalt Paving Mixtures
(BINDER, ASPHALTIC CONCRETE AND REJUVENATING AGENT)

1. This section describes Asphalt Paving Mixtures produced with 50% or more recycled asphalt pavement (i.e. RAP) content entitled as High RAP mixes which are to be laid hot.
2. (A) High RAP asphalt paving mixtures shall be of the following kinds:
 - Rut Avoidance Binder High RAP Mixture, Type 3 RA;
 - Rut Avoidance High RAP Asphaltic Concrete Mixture, Type 6F RA; Extra Fine High RAP Asphaltic Concrete Mixture
- (B) Kind of mixture shall be as specified.
3. High RAP asphalt paving mixtures shall consist of mineral aggregate thoroughly coated with asphaltic cement and rejuvenating agents.

(A) **GENERAL.** The Contractor shall obtain Department approval of materials before any material is mixed at any bituminous mixing plants. Only RAP removed from New York City streets, NYSDOT Highways, and/or NY/NJ Port Authority pavements shall be used to produce High RAP mixtures. If other RAP materials are stored at producer's yard they must be in clearly marked and separate stockpiles. Recycled asphalt shingles shall not be used to produce High RAP mixes under this specification. This prohibition covers both manufacturer's waste and post-consumer tear-offs.

All laboratories, asphalt mix designs, all vendors including bituminous (asphalt) plants proposed by the Contractor shall be subject to approval by DDC's Quality Assurance and Construction Safety (QACS) Bureau and in accordance with their "MIX DESIGN, LABORATORY AND PLANT APPROVAL PROTOCOL". Copies of this protocol may be obtained at the pre-construction meeting or from the Engineer. The minimum requirement for approval of the proposed plant is that it must be on the New York State Department of Transportation (NYSDOT) approved list for the current construction season.

(B) **COMPOSITION OF HIGH RAP MIXTURES.** The bituminous plant mix shall generally be composed of a mixture of aggregate, filler if required, bituminous material, and recycling agents in accordance with Table A3.01—III - Ingredient Materials.

For any high RAP bituminous mixture required by the plans or itemized proposal, the Contractor shall formulate and submit, in writing, to the Engineer, a job mix formula that satisfies the design general limits listed in Table A3.01-I - Composition of High RAP Bituminous Plant Mixtures. The production tolerances in Table A3.01-I will not be permitted to exceed the design general limits. In addition, the formula shall state the mineral aggregate sources, recycling agent and the grade of bituminous material used in the mixture.

The optimum asphalt cement, RAP binder, and rejuvenating agent content for the proposed gradation of high RAP Type 3RA binder course and Type 6F RA top course mixtures shall be determined by the Contractor using the Marshall Mix Design Method specified in **Subsection A3.01.3.(E) of the NYCDOT Standard Highway Specifications (Latest)**. The resultant mixture for each type course shall meet the Marshall Properties shown in Table A3.01-II, herein.

Marshall and Gyratory specimens shall be prepared, mix properties and performance test results determined, and completed mix design submitted to the Engineer for approval a minimum of four (4) weeks prior to the scheduled start of paving work. The approved formula shall not be changed without the written permission of the Department's Quality Assurance Unit and Construction Safety Bureau. Should the Contractor desire to use new deliveries of materials received during the life of the contract, he shall so

inform the Engineer and he shall modify the formula as directed by the Engineer. The order to modify the formula shall be confirmed in writing.

Screen Size	Binder		Top		
	Type 3 RA		Type 6F RA		Extra Fine*
	Design General Limits % Passing	±Production Tol. %	Design General Limits % Passing	±Production Tol. %	Design General Limits % Passing
1 1/2"	100	--			
1"	95-100	--	--		
3/4"	74-93	±5	100	--	
1/2"	58-73	±5	95-100	--	100
3/8"					98-100
1/4"	38-53	±5	58-72	±5	
1/8"	26-40	±4	36-54	±4	
4					70-90
8					38-65
20	9-23	±4	15-32	±4	
40	4-18	±4	8-25	±4	
50					6-25
80	3-13	±3	4-16	±3	
200	2-6	±2	2-8	±2	2-8
% Asphalt	4.0-6.5	±0.7% of Design A.C.	5.0-6.5	±0.7% of Design A.C.	5.0-8.0

**TABLE A3.01-I
COMPOSITION OF HIGH RAP BITUMINOUS PLANT MIXTURES**

NOTES:

1. All aggregate percentages are based on the total weight of the aggregate. The asphalt content is based on the total weight of the mix.
2. The "F" designation in the mix type indicates that high friction coarse aggregates are required.
3. When slag aggregates are used in the mix, the asphalt content shall be increased accordingly -- minimum 25 percent for an all slag mix.
4. The asphalt cement shall be introduced at a temperature compatible with that of the aggregate as determined by the Engineer, between the limits of 225° and 350° Fahrenheit. The rejuvenating agent shall be introduced at the temperature and mechanism specified by supplier.
5. The % Asphalt includes liquid asphalt, recycling agent, and asphalt on RAP aggregates.

* Used for park walks, playgrounds, tennis courts, etc.

Once approved, the mix shall be produced within the job mix formula tolerances set forth in Table A3.01-I. The aggregate tolerances shall be based on the total weight of the aggregate and the bituminous material tolerances shall be based on the total weight of liquids in mix.

If for any reason, a change in gradation or materials occurs or is contemplated, a separate job mix formula and Marshall Design, when appropriate, shall be prepared to fit each change in materials or gradation. The Engineer may order increases or decreases in the bituminous material quantity without changing the job mix formula providing that any change stays within the approved job mix formula range for the bituminous material. Changes in asphalt and/or recycling agent content for mixtures requiring Marshall Design, can be made by the Engineer providing the resultant mixture has properties within the specified Marshall criteria and the asphalt content is within the general limits listed in Table A3.01-I.

Two sets of Marshall and Superpave Gyrotory plugs shall be prepared for every 800 tons, or portion thereof, of material placed each day. One set of plugs shall be delivered to the Department's Quality Assurance laboratory under supervision of the Engineer. The other set of plugs shall be prepared and tested by the Contractor or approved independent testing laboratory (see **Subsection 4.02.4.(B) of the NYCDOT Standard Highway Specifications (Latest)** for certification requirements) accordingly for gradation, asphalt cement content, theoretical maximum density in accordance with the requirements of ASTM Designation D 2041, and for stability, flow, air voids. These tests are a subset of performance tests required to be performed by the Contractor for its quality control program and therefor shall be completed so that the results are available at the job site as far in advance of the end of shift as possible. In addition, test results may be used for payment and acceptance in accordance with the requirements of **Subsection 4.02.4.(S) of the NYCDOT Standard Highway Specifications (Latest)**.

The virgin and RAP aggregates shall be those approved for use by the approved job mix formulas and will be accepted at the plant site. The bituminous material will be conditionally accepted at the supplier's source and at the plant on the basis of certification. Samples taken at the plant will be tested by the City or its representative to determine specification compliance. The gradation of the plant mixed material will be tested to determine compliance with the job mix formula during the production of the material. The plant mixed material will be judged for acceptance after blending and mixing at the plant. The pavement courses will be judged for acceptance after all paving operations is completed.

(C) AGGREGATES. Aggregates recovered out of RAP stockpiles and mixtures should be treated similar to virgin aggregates for quality control/quality assurance purposes. Recovered fine aggregate out of mixture/RAP stockpiles shall consist of materials conforming to the requirements of **Section 2.21, Sand of the NYCDOT Standard Highway Specifications (Latest)** except for gradation.

Recovered coarse aggregate out mixture/RAP stockpiles shall consist of crushed stone, crushed gravel, or crushed slag conforming to the requirements of **Section 2.02, Coarse Aggregate of the NYCDOT Standard Highway Specifications (Latest)**, except for gradation.

When aggregates from approved natural fine sand sources are combined with coarse aggregates in the mixture, aggregate particles shall meet additional requirements as follows:

Particles retained on the No. 1 Sieve shall meet the quality requirements of **Section 2.02 of the NYCDOT Standard Highway Specifications (Latest)** and shall have a minimum of 85 percent, by weight, of the particles with at least two fractured faces.

In addition to the above requirements, coarse aggregate shall meet the following high friction requirements:

1. COARSE AGGREGATES. Top Course High RAP Type 6F RA asphalt concrete mixtures shall meet one of the following high friction requirements:

- (a) Coarse aggregates shall be crushed limestone having an acid insoluble residue content of not less than 20% (excluding particles of chert and similar siliceous rocks), or crushed dolomite (excluding Wappinger Dolomite as defined by the Department).

(b) Coarse aggregates shall be crushed sandstone, granite, chert, traprock, ore tailings, slag or other similar materials.

(c) Coarse aggregates shall be crushed gravel or blends of two or more of the following types of materials: crushed gravel, limestone, dolomite, sandstone, granite, chert, traprock, ore tailings, slag, reclaimed asphalt pavement, or other similar materials. These aggregates shall meet the following requirements:

High RAP Type 6F RA asphalt concrete mixtures used in surface course shall meet one of the following high friction requirements:

(a) Coarse RAP aggregates shall be crushed limestone having an acid insoluble residue content of not less than 20% (excluding particles of chert and similar siliceous rocks), or crushed dolomite (excluding Wappinger Dolomite as defined by the Department),

(b) Not less than 20% (by weight with adjustments to equivalent volumes for materials of different specific gravities) of the total coarse RAP aggregate particles (plus 1/8" material) shall be non-carbonate. In addition, not less than 20% of the plus 1/4" particles shall be non-carbonate.

Non-carbonate particles are defined as those having an acid insoluble content not less than 80%. Acid solubility tests shall be conducted every 5,000 tons of production. If 10 consecutive test results are greater than 85% acid insoluble then test interval can be increased to every 10,000 tons of production.

2. SOURCE OF AGGREGATE AND SAMPLING.

(a) Virgin Aggregate.

- i. Sources of virgin aggregates shall be selected well in advance of the time the materials are required for the construction. When the aggregates are obtained from a previously approved source, random hot bin samples shall be submitted, if requested by the Engineer, 14 days prior to the start of production and if from a source not previously approved, random hot bin samples shall be submitted 45 days prior to the start of production. Sampling of the hot bin materials for job mix formulation will be observed by the Engineer and identical samples shall be obtained for verification of the job mix formulation by the Department's QACS Unit. The Engineer may require the proposed mix formulation to be batched at the asphalt plant and tested in the presence of the Engineer.
- ii. Where previously used or concurrent job mix formulations are to be used, the taking of hot bin samples may be waived by the Engineer.

(b) Reclaimed Asphalt Pavement.

- i. Reclaimed asphalt pavement material shall have 100 percent passing 1/2 inch sieve unless fractionated into stone and sand fractions and shall be a mixture of only coarse aggregate, fine aggregate, and asphalt cement, free of solvents or other contaminating substances. The fine aggregate contained in the reclaimed asphalt pavement shall have a plasticity index not greater than 4 when tested in accordance with ASTM D 4318.

The stockpiles of reclaimed asphalt pavement shall be maintained in a manner to prevent contamination with other aggregates and to maintain low moisture content.

- (c) The Contractor shall submit certified test data, location of each type aggregate to be used and quantities to be obtained from each location and make arrangements for the Engineer to obtain samples from each such location for

checking against the samples submitted. Take all samples in accordance with requirements of ASTM D 75 and ASTM D 242.

If requested, submit to the Engineer samples of each type aggregate to be used and from each source with proper identification as to source, type of aggregate and Contract number. Submit in clean, sturdy bags and in the following amounts for each sample when requested:

- Reclaimed Asphalt Pavement 50 lbs
- Coarse Aggregate - 25 lbs.
- Fine Aggregate - 25 lbs.
- Mineral Filler - 5 lbs.

If requested the Contractor shall submit to the Engineer for approval four one-quart samples of the asphalts and recycling agents proposed for use together with the following data:

- i. The name of the supplier(s).
 - ii. An analysis of such liquids by the supplier, certifying that the results of tests comply with the requirements of AASHTO MP1 and this Section.
- (d) Stockpiles of reclaimed asphalt pavement and that of new aggregate shall be located so as to prevent intermingling.
- (e) When more than one asphalt plant is to be used to supply asphalt concrete to the construction site, each asphalt plant shall use the same materials and a similar job mix formula.
- (f) Locations and timing of random sampling shall be determined in accordance with Section 6 of FAA ERLPM or as otherwise approved by the Engineer.
3. **BLENDING.** Where coarse aggregates for these mixes are from more than one source or of more than one type of material, they shall be proportioned and blended to provide a uniform mixture.

(D) **MIX PROPERTIES.** The mixtures shall meet the Marshall properties criteria appearing in Table A3.01-II - Marshall Mix Property Criteria.

	TYPE 3RA / 6FRA
Stability, lb. min.	1500
Flow, 0.01 in.	8 - 16
Marshall Quotient lb./0.01 in., min.	150
Air Voids, percent	2.5 - 4.5
Voids in Mineral Agg. (VMA), percent min.	9
Voids Filled with Asphalt (VFA), percent	65-78

Table A3.01-II - Marshall Mix Property Criteria

(E) **MIX PREPARATION.** The Marshall specimens shall be prepared, mix properties determined, and completed mix design submitted in accordance with the procedures outlined by Department's written instructions with the following modifications:

- (1) Mixes with greater than 50% recycled binder shall be designed and tested at 50 blows per side to assure sufficient asphalt cement content. The target air void shall be 3% both in lab and in place.
- (2) Five point asphalt cement content Marshall design is required prior to production. One point designs are not acceptable.
- (3) The minimum specified VMA shall be met at each of the five mix design asphalt cement contents.
- (4) The Marshall quotient is calculated as the corresponding ratio of corrected stability (lbs.) to flow (0.01 in.).
- (5) The optimum asphalt cement content shall be determined by the "Range" method. Graphs shall be constructed for each of the specified mix design properties (stability, Marshall quotient, air voids, VMA and VFA) using each property as the vertical axis and percent asphalt cement content as the horizontal axis. The plotted values in each graph shall be fitted with a smooth curve that obtains the "best fit" for all values. A vertical line is drawn at the point where the asphalt cement content provides the acceptable lower and upper limits for the properties of stability, flow, Marshall quotient, and air voids. The mid-point of the common overlap is the optimum asphalt cement content provided it does not fall on the positive slope of the VMA curve. When this occurs the low point of the VMA curve shall be the optimum asphalt cement provided it falls within the common overlap of the specified stability, flow, Marshall quotient, and air voids ranges.
- (6) The cracking performance of designed mixture should be verified with semi-circular bending at design approval and on a daily basis. In this test method semi-circular specimens are cut from 6" Gyratory compacted samples/field cores and notched with two different notch sizes (i.e. 4 samples shall be tested, 2 semi-circular sample per notch depth, per draft AASHTO test method "EVALUATION OF ASPHALT MIXTURE CRACK PROPOGATION USING THE SEMI-CIRCULAR BENDING TEST (SCB) AT INTERMEDIATE TEMPERATURE". Then the samples are loaded monotonically with a rate of 0.5 mm/min until fracture failure. The load and deformation are continuously recorded and the critical strain energy rate (J_c), J_c , is determined at 25C temperature. A minimum of 0.5 kJ/m² is required for J_c .
- (7) The rutting and moisture damage performance of designed mixture should be verified with Hamburg loaded wheel tracking (AASHTO T 324) test at design approval and every 5000 tons per lot. In this test, two to four gyratory compacted/field cored specimens are submerged in water and loaded with a wheel tracking device at 50 C. The rut depth and stripping inflection point is measured according to AASHTO T 324 through the loading process. A maximum of 12.5 mm rut depth at 10000 cycles of loading is desired.

If, for any reason, a change in gradation or materials occurs or is contemplated or when field conditions dictate, a separate job mix formula, Marshall Design, and performance testing shall be prepared to fit each change in materials or gradation.

Also, two sets of Marshall and Gyratory plugs (for each compaction method) shall be prepared for every 800 tons, or portion thereof, of material placed each day. One set of Marshall and Gyratory plugs shall be delivered to the City's laboratory under supervision of the Engineer. The other set of Marshall and Gyratory plugs shall be prepared and tested by the Contractor or independent testing laboratory accordingly for gradation, asphalt cement content, theoretical maximum density in accordance with the requirements of ASTM Designation D 2041, for stability, flow, air voids, for cracking properties (i.e. critical strain energy rate in Semi-circular bend (SCB) test. These tests are required to be performed by the Contractor for its quality control program and therefor shall be completed so that the results are available at the job site as far in advance of the end of shift as possible. Every 5000 tons of production per lot, four Gyratory samples should be prepared by contractor for Hamburg rutting testing. In addition, test results

may be used for payment and acceptance in accordance with the requirements of **Subsection 4.02.4.(Q) of the NYCDOT Standard Highway Specifications (Latest)**.

(F) RECLAIMED ASPHALT PAVEMENT.

(1) For reclaimed asphalt pavement that is being used as a substitute for some of the virgin aggregate, the Contractor shall take a sample of freshly mixed recycled asphalt concrete in accordance with ASTM D 979 and determine the moisture content at least twice daily. Moisture determinations shall be based on the weight loss by heating an approximately 4 pound sample of the freshly mixed materials for one hour in an oven at 280 plus or minus 5 degrees Fahrenheit according to ASTM D1461 procedure. The moisture content of the freshly mixed bituminous concrete shall not exceed 0.5 percent.

(2) The Contractor shall take a sample of reclaimed asphalt pavement from the approved stockpile at least once daily and test in accordance with ASTM D 2172 to determine asphalt content and gradation in accordance with ASTM C 136. The resulting asphalt content and aggregate gradation shall be similar to the average test results of the reclaimed asphalt pavement submitted with Design Job Mix Formula. If there is a variation of plus or minus 1.0 percent in the asphalt content or, plus or minus 10 percent in aggregate gradation on any sieve, a second sample shall be taken and tested in the same manner as the first sample, appropriate measures shall be taken to adjust the mixture to compensate for the variation in the reclaimed asphalt pavement.

(3) Mix samples should be conditioned for 2 hours in oven maintained at compaction temperature when recycled binder is 50% of total binder or higher to provide time for recycling agent or fresh binder to diffuse into age hardened RAP binder. Compaction temperature should be determined in accordance with AASHTO T316-06 for extracted and recovered rejuvenated binder.

(G) MOISTURE CONTENT OF AGGREGATE. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

(H) MOISTURE CONTENT OF MIXTURE. The moisture content of the mixture shall be determined once per lot in accordance with ASTM D 1461.

(I) PERFORMANCE TESTING on cored specimens at completion of project for mixes with 50% and greater recycled binder shall follow balanced design procedures as follows:

- (1) Rutting resistance: evaluated using Hamburg Loaded Wheel Tracker (maximum 12.5 mm rut depth at 10,000 cycles).
- (2) Fatigue cracking resistance: evaluated using the Semi-circular bend (SCB) test. Cores shall exceed 0.5 kJ/m² of Jc at testing temperature of 25 C.

(J) MIXING PLANT REQUIREMENTS FOR RECYCLED ASPHALT CONCRETE.

1. Batch Plants shall have an appropriately located metering device for adding the reclaimed asphalt pavement to the heated new aggregate and shall provide an accurate method for proportioning the reclaimed asphalt pavement into the mixture.

2. The batch plant's dryer may have to be operated at temperatures higher than with all new materials. Modifications to the dryer and the dust collection system may be necessary to prevent damage.

3. Drum-mix plants shall have an appropriately located metering device for adding the reclaimed asphalt concrete to the dryer-mixer. An accurate method for proportioning the reclaimed asphalt pavement into the mixture shall be provided. The Contractor shall make provisions for compensating for the moisture in the reclaimed asphalt concrete.

4. The mixing time for a drum-mix plant shall be such as to achieve an intimate blending of the new and reclaimed materials and a complete coating of all aggregate particles.

5. The quality of coating for high RAP mixtures should be tested using AASHTO T195 method where a minimum 95% coating is required for fresh coarse aggregates. Initial demonstration is only required for plants/mixes using fresh aggregate and should be conducted with uncoated 3/4" stone.

6. Facilities intending to produce mixes under this specification should consider installing multiple RAP feed systems, redundancy, to minimize risk of overheating mix when RAP flow is interrupted. Plant designs that rely primarily on superheating virgin aggregate are discouraged due to possible damage to aggregate at extreme temperature required during superheating.

7. Plants producing mixes with recycling agents should be equipped with storage tank(s) sized to receive bulk deliveries of oil. Tanks should have suitable spill prevention countermeasures in accordance with federal and city requirements. Positive displacement dosing pump with flow meter feedback loop controlled by plant blending computer is required for recycling agents. Oil feed rate should be programmed either as a percent of total mix or percent of RAP.

8. The batch or drum-mix plant may be equipped with a surge-storage bin at the mixture discharge point.

(K) **MINERAL FILLER.** Mineral filler, if required in the mix to meet gradation requirements, shall conform to the requirements of **Section 2.18 of the NYCDOT Standard Highway Specifications (Latest).**

(L) **BITUMINOUS MATERIALS.** The bituminous material shall meet the applicable requirements of **Section 2.05, Asphalt Cement of the NYCDOT Standard Highway Specifications (Latest).**

For High RAP mixes, provisions must be made to soften age hardened RAP binder. Acceptable adjustments include use of a lower Performance Grade (PG) binder or addition of a suitable recycling agent. Recycling agents can be petroleum, bio-base, or refined. Recycling agents shall be odor neutral and non-hazardous. Used engine oil shall not be used unless re-refined into base oil. Aromatic extract oils shall not be used for any mix supplied under this Contract. Product data sheet for recycling agents shall be submitted with mix design applications.

Samples of recycling agent shall be taken from each delivery and stored in clear glass sample jars, 4 ounce minimum. Each delivery should be compared visually to a reference sample used for mix design. Jars are to be labeled with date, product name, quantity received, vendor, and statement that product is identical to reference sample. Inventory of samples shall be kept on site for two years.

Binder PG grade or recycling agent dose shall be level necessary to achieve PG 70-22 performance of extracted and recovered binder of High RAP mixes as determined by AASHTO M320 and R29. Intermediate temperature stiffness shall not be greater than 5,000 kPa or less than 2,000 kPa when tested at 25C. It is recommended that recycling agent dose be determined as a percent of RAP binder to simplify mix designs with different recycled contents. PG grade shall be demonstrated with each mix design submittal and every 5,000 tons of production.

4. Asphalt paving mixtures shall comply with the requirements of Tables A3.01-I, A3.01-II, and A3.01-III and shall produce satisfactory surfaces.

TABLE A3.01-III - INGREDIENT MATERIALS

Kind of Mixture	Applicable Sections			
	Asphaltic Cement	Sand	Broken Stone	Mineral Dust
Rut Avoidance High RAP Binder, Type 3 RA	Section 2.05	Section 2.21 Type 2A or Type 2B	Section 2.02 Type 1 Grade B Size as per Section 3.01, Table 3.01-I	-
Rut Avoidance High RAP Asphaltic Concrete Type 6F RA	Section 2.05	Section 2.21 Type 2A or Type 2B	Section 2.02 Type 1 Grade A Size as per Section A3.01, Table A3.01-I	Section 2.18
Extra Fine Mix Asphaltic Concrete	Section 2.05	Section 2.21 Type 2A or Type 2B	Section 2.02 Type 1 Grade A Size EF	Section 2.18

5. (A) HEATING AND STORING INGREDIENTS.

The asphaltic cement shall be heated in approved receptacles to a temperature between 275 and 325 Fahrenheit. It shall be kept uniform in composition and consistency by thorough mixing and agitation, and, if required by the Engineer, it shall be agitated both before and during use. Approved methods of agitation, which will not injure the cement, shall be used.

The broken stone and sand shall be heated in approved revolving driers and delivered to separate storage bins. If the broken stone and sand are heated together in the same drum they shall be screened and delivered to separate storage bins. The broken stone shall be delivered to the proportioning box at a temperature not exceeding 350 Fahrenheit. The sand shall be delivered to the proportioning box at a temperature not exceeding 400 Fahrenheit.

The mineral dust, as used, shall be thoroughly dry. It may be heated in an approved manner to a temperature not exceeding 325 Fahrenheit.

(B) PROPORTIONING INGREDIENTS

The materials comprising the charge for each batch shall be proportioned accurately by weight or by volume. The proportioning apparatus shall be of approved design, kept in good working order and accurate to 0.5 percent.

Fluid materials may be measured by approved fluidometers.

(C) MIXING INGREDIENTS

After proportioning, the ingredients shall be incorporated in an approved mixer. When mixed in a batch mixer prior to the addition of the asphaltic cement, the aggregate shall be deposited in the mixer and thoroughly mixed for a period of not less than ten (10) seconds for binder mixture and fifteen (15) seconds for sheet asphalt and asphaltic concrete mixtures. The asphaltic cement shall then be added and the mixing continued for a period of not less than thirty (30) seconds. When mixed in a batch or continuous mixer, the mixing shall be continued until a homogeneous mixture is produced in which all particles of the mineral aggregate are completely coated with asphaltic cement.

The size of batch shall not exceed the rated capacity of the mixer.

(D) TEMPERATURE OF MIXTURE

The temperature of the mixture and rolling time available for placement of bituminous paving mixtures shall be regulated according to the temperature of the surface on which the mat is placed (called base temperature) and the mat thickness to be placed. The maximum temperature of any batch immediately after mixing shall in no case exceed 350^o Fahrenheit at the plant, and unless otherwise specified, the minimum laydown temperature and rolling time available for placement of bituminous paving mixtures shall be as given in the following table:

Minimum Laydown Temperature (°F)

Base Temp.(°F)	1/2"	3/4"	1"	1-1/2"	2"	3" and Greater
+32-40	-	-	-	305	295	280
+40-50	-	-	310	300	285	275
+50-70	310	300	290	285	275	265
+70-80	300	290	285	280	270	265
+80-90	290	280	275	270	265	260
+90	280	275	270	265	260	255
Rolling Time Available (Minutes)	4	6	8	12	15	15

All temperatures shall be measured on the surface where the paving is to be placed and the controlling temperature shall be the average of three temperature readings taken at locations 25± feet apart in accordance with the Engineer's instructions.

The above temperature limits are based on the use of residual petroleum asphalt. If the Contractor uses asphalt derived from other sources, the Engineer shall fix appropriate temperature limits within which the mixture must be confined. Lower temperatures apply when warm mix technologies are implemented.

SECTION 4.13 GL
Concrete Sidewalk with Ground Glass Pozzolan

4.13GL.1. INTENT. This section describes construction of Concrete Sidewalk with Ground Glass Pozzolan.

4.13GL.2. DESCRIPTION. Concrete Sidewalk with Ground Glass Pozzolan shall be of the width specified and shall be laid on a foundation six (6") inches thick, unless otherwise specified

4.13GL.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Sub-sections 4.13.3 and 4.13.4 of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

Concrete with Ground Glass Pozzolan is exempt from the trial batch requirements of the QACS "Mix Design, Laboratory, and Plant Acceptance Protocol". Contractor shall provide mix designs that meet the proportions shown in below table.

GROUND GLASS CONCRETE PROPORTIONS

Component	Specific Gravity	10% Glass Mix		30% Glass Mix	
		Volume (CF/CY)	Weight (LBS/CY)	Volume (CF/CY)	Weight (LBS/CY)
Portland Cement	3.15	2.44	480	1.90	373
Ground Glass Pozzolan	2.60	0.33	53	0.99	160
Fine Aggregate	TBD	11.88	TBD	11.88	TBD
#57 Coarse Aggregate	TBD	7.14	TBD	7.14	TBD
Water	1.0	3.47	217	3.47	217
Air Entraining Admixture	TBD	43 oz / CY		43 oz / CY	
High Range Water Reducer	TBD	21 oz / CY		21 oz / CY	

Note 1 - Items in the above table labeled "TBD" are to be determined by the Contractor based on the materials proposed.

Note 2 - Admixture dosage for Air Entraining Admixture High Range Water Reducer are based on BASF MB-VR and BASF Glenium 7500. Contractor is to adjust air entraining admixture as required to achieve desired air entrainment.

Ground Glass Pozzolan shall be Pozzotive as supplied by Urban Mining Northeast, 270 North Avenue Suite 200, New Rochelle, NY 10801, (914) 355-9104, or an approved equivalent.

4.13GL.4. MEASUREMENT. The area of each type of concrete sidewalk with Ground Glass Pozzolan in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the NYCDOT Standard Highway Specifications.

In determining the area of Concrete Sidewalk with Ground Glass Pozzolan to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13GL.5. PRICES TO COVER. The contract price per square foot for each type of concrete sidewalk with Ground Glass Pozzolan shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard NYCDOT Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the NYCDOT Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 AAS-GL10	4" CONCRETE SIDEWALK (10% GLASS) (UNPIGMENTED)	S.F.
4.13 AAS-GL30	4" CONCRETE SIDEWALK (30% GLASS) (UNPIGMENTED)	S.F.
4.13 BAS-GL10	7" CONCRETE SIDEWALK (10% GLASS) (UNPIGMENTED)	S.F.
4.13 BAS-GL30	7" CONCRETE SIDEWALK (30% GLASS) (UNPIGMENTED)	S.F.

SECTION 4.17 SG - Shrubs and Groundcover

4.17SG.1. INTENT. This section describes the planting of shrubs and groundcovers.

4.17SG.2. DESCRIPTION. The Contractor and/or subcontractors shall be certified by the New York State Department of Agriculture & Markets to perform work within the Asian Longhorned Beetle Quarantine Zone. The Contractor must review and abide by the description of the quarantine and compliance agreements as presented in the publication entitled Part 139 of the New York State, Department of Agriculture & Markets law. Full information can be obtained from Federal and State Pest Control personnel. Quarantine areas, for the purpose of this contract shall be defined as all five Boroughs of the New York City.

Due to current Federal and New York State laws and regulations concerning Asian Longhorned Beetle management, the following host species may not be planted in the quarantine zone. Host species are as follows: Acer-Maple, Aesculus-Horsechestnut/Buckeye, Salix-Willow, Betula-Birch, Populus-Poplar, Ulmus-Elm, Albiza-Mimosa/Silk Tree, Celtis-Hackberry, Fraxinus-Ash, Platanus-London Planetree, Sycamore, Sorbus-Mountain Ash.

The Contractor must comply with all Federal, State, and City laws pursuant to the handling and disposal of woody organic material that is host material for the Asian Longhorned Beetle. All wood that is host material for the Asian Longhorned Beetle must be chipped, ground, or shredded inside the quarantine zone to a size of less than one (1") inch in at least two dimensions before it is permitted to leave the quarantine zone. Please refer to Part 139 of the New York State Department of Agriculture and Markets law and contact State personnel for further details.

In addition, Nurseries located within the quarantine zone shall comply with State and Federal Law and all Contractors and/or Subcontractors shall be Certified by the New York State Department of Agriculture and Markets to perform work within the Quarantine Zone.

Planting shall consist of the furnishing, delivering, hauling, and handling and planting of new shrubs and groundcover at locations shown on the Contract Drawings or directed by the Engineer.

Planting shall include all labor, materials, plant and equipment required for all excavation of all materials of whatever nature encountered (except excavation of boulders in open cut and ledge rock); furnishing soil amendments and planting soil mixes; incorporating soil amendments into planting soil mixes; placing planting mix, and incorporated soil amendments in new shrub and groundcover beds; fertilizing; spraying, pruning, protecting and maintaining all plants; and furnishing and installing all other incidentals required for the proper performance of the work; all, in accordance with the Contract Drawings, the specifications and the direction of the Engineer.

4.17SG.3. GENERAL. Requirements for Landscape Contractor and Planting Operations shall comply with the requirements of **Subsection 4.16.3 of the NYCDOT Standard Highway Specifications (Latest)**.

4.17SG.4. MATERIALS.

(A) PLANT MATERIAL

Type and size of plants shall be as specified in the Bid Schedule or as shown on the Contract Drawings and as specified in Section GI-5.05 of these Specifications.

Note – it is critical to the success of the project that the perennials and grasses specified in the plant schedule are furnished without substitution. Additionally, the project schedule does not permit the industry standard wholesale procurement from nursery stock. Therefore, the large quantities of native plants required will have to be contract grown for this project. With this in mind, the plant list has been developed in coordination with Greenbelt Native Plant Nursery operated by the New York City Department of Parks in Staten Island. By special arrangement, Greenbelt has set aside and will provide the seed needed for this project AT NO COST to the Contractor. The contract growing of plant material shall be performed by one of the nurseries listed below. The Contractor's unit prices for items listed in **4.17SG Shrubs and Ground Cover** must fully cover transport, planting medium, soil additives, seed

germination, nursery space, labor and handling needed to furnish and plant the material in the specified sizes, quantities and locations; please refer to 4.17SG for additional payment conditions.

Greenbelt Native Plant Center
3808 Victory Blvd, Staten Island, NY 10314
Phone: (718) 370-9044

ArcheWild Native Nurseries
2191 Hillcrest Rd, Quakertown, PA 18951
Phone: (855) 752-6862

North Creek Nurseries
388 North Creek Road, Landenberg, PA 19350
Email: order@northcreeknurseries.com
Fax: 610-255-4762
Phone: 610-255-0100 or 877-ECO-PLUG

Pinelands Nursery
323 Island Rd, Columbus, NJ 08022
(609) 291-9486 Fax (609) 298-8939
fran@pinelandsnursery.com
www.pinelandsnursery.com

Size of plugs shall be 2" x 2" x 5" deep.

Woody plant materials (shrubs, as listed in the various sizes in the Plant Schedule) shall be sourced by the Contractor. There will be no special growing requirements for Shrubs, although it is preferred that the Contractor source the materials within the 250 mile radius of NYC as specified in Section GI-5.05.

Requirements for Plant Names, Quality, Dimensioning, Preparation for Shipping, Shipments, Certification and Inspection shall comply with **Subsection 4.16.4 of the NYCDOT Standard Highway Specifications (Latest)**.

All shrubs shall be typical of their species or variety and nursery-grown, unless otherwise stated. They shall have normal, well-developed branches and vigorous fibrous root systems. They shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, dead or broken branches, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plant material shall be delivered in pots or other containers, or balled and burlapped. Containerized material shall be free from girdling roots. Bare root plant material, as well as any other plant material not meeting the above requirements delivered to the site, will be rejected. All rejected material shall be removed from the site and replaced with acceptable material at no additional cost to the City.

All shrubs shall have been grown under similar climatic conditions as the project site. Plants held in storage will be rejected if they show signs of growth during storage.

Herbaceous plants and groundcover, as specified above, shall be vigorous healthy plants with well-developed root systems and crowns, as specified in the Plant Schedule. Bulbs, corms, tubers and rhizomes shall be firm, non-desiccated, and certified free of disease and viral infection, of the sizes, grades, and varieties indicated in the Plant Schedule.

There shall be no substitution for plugs, as specified above. Contractor may propose substitutions for shrubs only after submitting evidence that he has checked with multiple nurseries for this material. Substitutions will not be accepted except by written approval by the Engineer.

(B) TOPSOIL

Topsoil shall comply with the requirements of **Section 2.26 of the NYCDOT Standard Highway Specifications (Latest)**.

NOTE – this standard material to be used ONLY FOR TREE PITS IN THE ROW (STREET TREES) – for planting soil in all planting beds within the project site property lines, please refer to GI-2.13 A ENGINEERED SOIL AND SAND.

(C) COMPOST

Compost shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than two (2") inches in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic waste such as food and agriculture residues, animal manures, and sewage sludge that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.5 and a solids content of at least fifty (50%) percent. Compost shall have a minimum of fifty (50%) percent organic material.

Compost shall be "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or an approved equivalent. For areas that are not community gardens, Contractor may also substitute an organic biosolid humus such as "Landscapers' Advantage™" Class A compost (30 cubic yard minimum), manufactured by J.P. Mascaro & Son, Harleyville, PA; or "AllGro Compost", as manufactured by AllGro, Inc., Hapton, NH; or an approved equivalent.

(D) FERTILIZER

Commercial fertilizer shall be a complete fertilizer, part of the elements of which are derived from organic sources, and shall contain the following percentages by weight: nitrogen 5%; phosphoric acid 10%; potash 5%. It shall be uniform in composition, dry, free flowing and shall be delivered to the site in unopened original containers, all bearing the manufacturer's guaranteed analysis.

Where indicated on the Contract Drawings or where directed by the Engineer, sludge compost shall be incorporated in the soil instead of, or in addition to, commercial fertilizer. The amount of sludge compost shall be as indicated on the Contract Drawings or directed by the Engineer.

NOTE – if determined to be required by Resident Engineer, this standard material may be used ONLY FOR TREE PITS IN THE ROW (STREET TREES).

(E) LIME

Lime shall be ground dolomitic limestone not less than 85% total carbonated, ground so that 50% passes 100 mesh sieve and 90% passes 20 mesh sieve. Amount of lime shall be determined by the soil test and the plant requirements.

NOTE – if determined to be required by Resident Engineer, this standard material may be used ONLY FOR TREE PITS IN THE ROW (STREET TREES).

(F) BONE MEAL

Bone meal shall be firmly ground and have a minimum analysis of 2% nitrogen and 20% phosphoric acid.

NOTE – if determined to be required by Resident Engineer, this standard material may be used ONLY FOR TREE PITS IN THE ROW (STREET TREES).

(G) HERBICIDE

Herbicide shall be equivalent to Balam, as manufactured by Elanco Products Corp., a division of Eli Lilly and Co., Indianapolis, Indiana 46206. Product is a selective preemergence herbicide for the control of crabgrass and other annual weed grasses. Product shall be used in planting beds. Product shall never be used on new lawns or topsoil designated for seeded areas.

NOTE – if determined to be required by Resident Engineer, this standard material may be used ONLY FOR TREE PITS IN THE ROW (STREET TREES).

(H) MYCORRHIZAL FUNGI INOCULANT

Mycorrhizal fungi inoculant shall be applied by means of a three ounce (3 oz.) premeasured dry formulation packet, such as Mycor Tree Saver Transplant®, as manufactured by Plant Health Care, Inc., Pittsburgh, PA; Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., Ames, IA; DIEHARD®, as manufactured by Horticultural Alliance and distributed through Atlantic Irrigation, White Plains, NY; or, an approved equivalent. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: *Entrophosphora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.*; seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi, including: *Pisolithus tinctorius*; biostimulants including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophylum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium.

Mycorrhizal inoculant should be used for planting trees, woody shrubs and woody groundcovers only; it is not needed for herbaceous material. Mycorrhizal fungi inoculant shall be added to the top six (6) to eight (8") inches of backfill soil in each planting pit and thoroughly mixed to distribute the inoculant. The opened packets shall be given to the Engineer at the end of each day. Mycorrhizal inoculant is a dated material and must be used before it expires.

The material shall be applied according to the following chart:

<u>Size of rootball or container</u>	<u>Ounces per plant</u>
1 gallon	1
2 gal.	2
3 gal.	3
5 gal.	3
7 gal.	3
10 gal.	3
15 gal.	3
20" B&B	6
24" B&B	9
30" B&B	9
36" B&B	12
42" B&B	12

(I) WATER RETENTION ADDITIVE

Water Retention Additives shall comply with the requirements of **Subsection 4.16.4.(F)**.

NOTE – if determined to be required by Resident Engineer, this standard material may be used ONLY FOR TREE PITS IN THE ROW (STREET TREES).

(J) MULCH

Shredded bark mulch shall be a natural forest product of at least 98% bark containing less than 2% wood or other debris. It shall be of White or Red Fir and/or Pine bark of a uniform grade with no additives or any other treatment. Size of bark shall be from 5/8" to 1-1/4". The pH factor should range from 5.8 to 6.2. Shredded bark may also be used. Samples shall be submitted to and approved by the Engineer prior to use.

Shredded bark mulch shall be applied to the surface of the beds, as shown on the Contract Drawings or as directed by the Engineer. Mulch shall be applied to a uniform depth of three (3) to four (4) inches over shrub bed areas and two (2) to three (3) inches over groundcover beds, and shall be so distributed as to create a smooth level cover over the exposed soil. Plants shall not be covered.

NOTE – this standard material to be used ONLY FOR TREE PITS IN THE ROW (STREET TREES) – for mulch in all planting beds within the project site property lines, please refer to GI-2.14 MULCH.

4.17SG.5. METHODS. Planting methods shall comply with **Subsection 4.16.5.(D) PLANTING of the NYCDOT Standard Highway Specifications (Latest)** with the following exceptions:

(A) TIME OF PLANTING

Unless otherwise directed by the Engineer, deciduous material shall be planted from March 1st to June 15 and from October 15th to December 15th. Evergreen material shall be planted from April 1st to May 15th and from September 1st to October 15th, or as approved by the Engineer.

(B) EXCAVATION AND PLANTING

No planting shall be done except in the presence of the Engineer. All material shall be inspected by the Engineer as it is removed from the truck, prior to placing in an approved storage area or the designated planting site. All rejected material shall be removed from the site and replaced with acceptable material at no additional cost to the City.

For containerized material, girdling roots shall be removed. Circling roots shall be separated and spread out so as to not impede future growth. All shrubs shall be planted in the planting beds previously prepared or, where free standing, in individual pits. Individual shrub pits shall be the depth of the rootball and at least one foot wider than the ball of earth or spread of roots. All pits shall be circular in outline and dug with vertical sides. The Contractor shall scar the surface of the excavated pit walls to avoid a smooth glaze. No later than one hour after planting, all plants shall be thoroughly settled in with water.

Balled and burlapped material shall always be lifted and carried by its rootball. It shall be placed in the prepared planting pit by setting the shrub straight in the center of the pit, with the most desirable side facing toward the predominant view. After the soil settles, all plant material shall be at the same level as that at which it had grown in the nursery, i.e., with soil just to the base of the crown. Care shall be exercised in setting the plants plumb. All ropes, stones, etc. shall be removed from the pit before backfilling. Soil for backfill shall be loose and friable and not frozen or compacted. Cut and remove rope or wire from the top two-thirds (2/3) of the rootball and cut off the burlap back to the edge of the ball. Remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. Remaining lateral wire must be cut to prevent future root interference. Wire must not be galvanized or aluminum wire. Balled and burlapped plants shall be handled so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the base of the ball, the burlap shall be cut away from the upper half of the ball, and entirely removed. Soil shall be firmed at six (6) to eight (8") inch intervals and thoroughly settled with water.

Herbaceous, and Groundcover plants shall be carefully removed from containers or flats immediately prior to planting and set to the same depths as they were grown in the nursery bed or container, to the correct spacing indicated on the plans. Roots shall be arranged to their natural position and soil mix worked in among them, taking care to avoid bruising or damaging the roots. No later than one hour after planting, all plants shall be thoroughly settled in with water.

All of the above shall be planted according to best horticulture practice.

(C) BACKFILLING

Backfill for shrub beds shall consist of Engineered Soil and Sand as specified in **Section GI-2.13 of this specification.**

(D) FINISHING SURFACE AFTER BACKFILLING

The Contractor shall cultivate and rake over finished planting areas and shall leave the site in an orderly condition.

4.17SG.6. SECURITY. Where indicated on the drawings, various types of shrubs shall be secured against theft by the provision and installation of steel anchoring cables, clips, bolts, rubber or plastic cable sheaths, and various anchoring devices, as detailed on the Contract Drawings. No separate payment will be made for this work when it is indicated on the Contract Drawings, the cost of which shall be deemed included in the unit price bid for the various shrub planting items.

4.17SG.7. MAINTENANCE. Maintenance shall comply with the requirements of Subsection 4.16.6 of the NYCDOT Standard Highway Specifications (Latest) as well as GI-509 WATERING AND WEEDING DURING MAINTENANCE PERIOD.

4.17SG.8. REPLACEMENT. Replacement shall comply with the requirements of Subsection 4.16.7 of the NYCDOT Standard Highway Specifications (Latest).

4.17SG.9. MEASUREMENT. The quantity to be measured for payment hereunder shall be the number of plants of each species and size, furnished, planted and maintained in accordance with the Contract Drawings, specifications and directions of the Engineer.

4.17SG.10. PRICES TO COVER. The contract price for planting shall be a unit price per plant of each species and size and shall cover the cost of all labor, material, plant, equipment, inspection, insurance, and necessary incidentals required to complete the work of planting new plant materials, as shown on the Contract Drawings, as specified and as directed by the Engineer.

The cost of furnishing and incorporating topsoil, commercial fertilizer and mulch are also included in the unit price bid for each planting item.

Payment will be made under:

Item No.	Item	Pay Unit
4.17 AA	SHRUBS PLANTED, 15" TO 18" HIGH, ALL TYPES	EACH
4.17 AC	SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	EACH
4.17 ACA	SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	EACH
4.17 AB	SHRUBS PLANTED, 30" TO 36" HIGH, ALL TYPES	EACH
4.17 AD	SHRUBS PLANTED, 36" TO 48" HIGH, ALL TYPES	EACH
4-17 AE	SHRUBS PLANTED, 48" TO 60" HIGH, ALL TYPES	EACH
4.17 AF	SHRUBS PLANTED, 60" TO 72" HIGH, ALL TYPES	EACH
4.17 C1G	GRASSES PLANTED, 1 GALLON, ALL TYPES	EACH
4.17 C1Q	GRASSES PLANTED, 1 QUART, ALL TYPES	EACH
4.17 CPL	PLUGS, GRASSES	EACH
4.17 OG2G	ORNAMENTAL GRASS PLANTED, 2 GALLON	EACH
4.17 P1QT	PERENNIALS 1 QT	EACH
	PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	EACH
4.17 PG2G	PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	EACH
4.17 PGPL	PLUGS, PERENNIALS AND GROUNDCOVERS, PLANTED, ALL TYPES	EACH

SECTION 4.18 RP
Root Pruning

4.18RP.1. INTENT. This section describes the root pruning of trees.

4.18RP.2. DESCRIPTION. The Contractor shall root prune designated trees in accordance with the specifications and as directed by the Engineer, under permit issued by the New York City Department of Parks and Recreation (D.P.R.) which may be obtained from the Borough's Forestry Office.

4.18RP.3. MATERIALS AND METHODS.

(A) GENERAL

The Contractor and/or subcontractors shall be certified by the New York State Department of Agriculture & Markets to perform work within the Asian Longhorned Beetle Quarantine Zone. The Contractor must review and abide by the description of the quarantine and compliance agreements as presented in the publication entitled Part 139 of the New York State Department of Agriculture & Markets law. Full information can be obtained from Federal and State Pest Control personnel. Quarantine areas, for the purpose of this contract shall be defined as all five Boroughs of New York City.

All root pruning must be performed by a qualified arborist trained in proper root pruning techniques, pruning, tree biology, diagnosis and treatment of plant diseases, cabling and bracing, and transplanting. The root pruning contractor or subcontractor shall have a minimum of three (3) years experience performing at least three separate successful root pruning operations of similar scope, as well as documentation of eight (8) hours of education in any combination of the specialties listed above. Certification by the International Society of Arboriculture (I.S.A.), Champaign, Illinois, shall be considered proof of the requisite education requirements. Documentation of root pruning experience shall be provided to the Engineer for approval prior to performing any root pruning work.

(B) EQUIPMENT

All tools used and methods employed shall be as approved by the Engineer. The cutting surfaces of all tools, the soles of workmen's shoes and other objects coming into contact with the tree shall be washed with an approved disinfectant at the start of any work on a tree to prevent the spread of plant diseases.

(C) ROOT PRUNING

Certain trees should not be root pruned, such as trees in poor condition or trees that are leaning. In addition, some species do not respond well to root pruning, such as tulip tree (*Liriodendron tulipifera*), Chinese evergreen elm (*Ulmus parvifolia*), and callery pear (*Pyrus calleryana*). To minimize root pruning impacts, a tree assessment shall be conducted by the Contractor's Tree Consultant and the root pruning contractor or subcontractor, prior to pruning. Both tree and site conditions need to be evaluated to determine the potential for injury and structural stability loss. The tree assessment shall list the species proposed for root pruning, the size in caliper of each tree and their locations, and shall be provided to the Engineer for his approval.

Root pruning of the tree shall be performed where directed by the Engineer, in consultation with the Contractor's Tree Consultant. Root pruning shall occur approximately nine (9) months to one (1) year before anticipation of transplanting the tree, the Contractor shall root prune

vertically around the entire perimeter of the tree to a minimum depth of three (3') feet, or greater if recommended by the Contractor's Tree Consultant (Arborist). The diameter of the circle to mark the limit of root pruning shall be 8" per tree caliper inch (e.g., an 8" caliper tree to be root pruned with be marked with a 64" diameter circle), unless otherwise recommended by the root pruning contractor or subcontractor, but not greater than 12" per tree caliper inch. If obstructions limit the diameter of root pruning, then the circle should be as large as possible according to this criterion, subject to the approval of the Engineer, in consultation with the Contractor's Tree Consultant (Arborist). Prior to root pruning, the Contractor shall lay out with a chalk line or paint a circle marking the line of root pruning for approval by the Engineer. The Contractor shall root prune with a flat faced shovel (not curved) or other approved implement. During the process of root pruning, excavation of earth shall be minimized. Any topsoil inadvertently excavated shall be carefully placed back.

At the conclusion of root pruning, the Contractor shall fertilize the tree with a fertilizer recommended by the Contractor's Tree Consultant (Arborist) to stimulate root growth, and thoroughly water the tree. The Contractor shall further water the tree weekly for three months following the root pruning operations, then twice a month for the next three months, and finally, on a monthly bases for the next three months. The Contractor's responsibilities for watering the tree shall end after nine (9) months.

The Contractor shall be liable for any and all damage caused by root pruning operations to adjacent or nearby trees, plants and other growth, features and other real property. All damaged trees, plants, other growth features and other real property, and vehicles shall be replaced or restored or provided for to their original condition to the satisfaction of the Engineer.

(D) CLEANING AND DISPOSAL

All pruned materials and all other debris shall be removed from the site within 24 hours, and disposed of as directed by the Engineer.

(E) APPROVED COMPANIES

The following companies are approved to perform this work:

Asplundh Tree Expert Co., 708 Blair Mill Road, Willow Grove, PA 19090, Phone: 1-800-248-TREE, e-mail: info@asplundh.com;

The Davey Tree Expert Company, 1500 N. Mantua St., P.O. Box 5193, Kent, OH 44240, Phone: 800-445-TREE;

The F.A. Bartlett Tree Expert Company, 1290 East Main Street, Stamford, CT 06902, Phone: 203-323-1131, Fax: 203-353-0808, e-mail: www.bartlett.com; or,

An approved equivalent company with the following qualifications:

1. Proof of three (3) years of non-utility pruning experience or I.S.A. certification with documented non-utility pruning experience.
2. Proof of successfully performing at least three (3) separate root pruning operations of similar scope.
3. Documentation of eight (8) hours of required education or I.S.A. certification.

4. Name, address and phone number for three (3) professional references associated with non-utility pruning work performed within the past three (3) years.
5. State Certification - The Contractor must submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry.

4.18RP.4. MEASUREMENT. The quantity to be measured for payment shall be the number of trees actually root pruned to the satisfaction of the Engineer.

4.18RP.5. PRICE TO COVER. The contract price for Root Pruning shall be a unit price per each tree root pruned and shall cover the cost of all labor, materials, plant equipment, inspection, insurance and incidentals required to complete the work including, but not limited to, watering and fertilizing the tree, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Maintenance Tree Pruning shall be paid under separate item - ITEM 4.18 A or 4.18 B as required.

Payment will be made under:

Item No.	Item	Pay Unit
4.18 RP	ROOT PRUNING	EACH

SECTION 6.02 P
Pneumatic Excavation Around Trees

6.02P.1. DESCRIPTION.

Under this Section, the Contractor shall be required to perform pneumatic excavation work at locations where trees exist within the work area and are required to remain. This work requires the Contractor to protect tree roots during excavation and implement, as needed, a temporary excavation support system. Work covered under this section shall be performed at the locations indicated on the Plans, in accordance with the contract documents, and as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21).

6.02P.2. CONSTRUCTION DETAILS.

The work shall be performed where shown on the Plans and as directed by the Engineer. Prior to any pneumatic excavation work, the following shall be performed:

(A) WORK SITE SAFETY

In addition to the Department of Design and Construction's Safety Requirements policy and responsibilities, the pneumatic excavation shall be performed in accordance with the manufacturer's operating instructions. The Contractor shall be responsible to provide adequate equipment and perform pneumatic excavation techniques properly to preclude movement of any air-borne soils onto adjacent roadways or other areas beyond the designated work zone limits. Failure to contain and/or collect the excavated soil will result in the immediate termination of pneumatic excavation until soil containment and/or collection procedures are determined adequate by the Engineer. The Contractor shall keep the public at a safe distance from the work zone at all times by means approved by the Engineer.

(B) OPERATOR QUALIFICATIONS

The Contractor or Subcontractor performing this excavation work shall have at least one (1) year of documented experience operating the pneumatic excavation tool.

(C) TREE CONSULTANT

Unless otherwise directed by the Engineer, all pneumatic excavation work shall be performed under the direction of the Engineer, in consultation with the Tree Consultant (Item 4.21).

(D) PRE-PNEUMATIC EXCAVATION MEETING

Prior to the start of such excavation, the Contractor and its approved Operator for pneumatic excavation shall attend a meeting arranged by the Engineer, with the Tree Consultant (Item 4.21) and other parties as appropriate, to review the requirements of this item including the schedule of operations, the mandatory presence of the Tree Consultant, safety measures, reporting, etc. The Contractor is required to submit a schedule of his anticipated pneumatic excavations at this meeting.

(E) SUBMITTAL OF SHOP DRAWINGS

Where required, the Contractor shall submit design shop drawings for any temporary excavation support system to be used during the pneumatic

excavation work. The shop drawings shall be prepared, signed, and sealed by a Professional Engineer currently licensed in the State of New York. The shop drawings shall be submitted to the Engineer at least two (2) weeks before commencement of excavation. Excavation work may not commence until the shop drawings are approved by the Engineer.

6.02P.3. RESPONSIBILITIES OF THE CONTRACTOR.

Prior to bidding, the Contractor shall examine the site and available information, and formulate methods of construction that will not result in any damage to existing trees during excavation. In any event, the Contractor will be held liable for irreparable and/or irreversible damage to any trees harmed due to the Contractor's methods and shall replace those trees as directed by the Department of Parks and Recreation, at no additional cost to the City.

6.02P.4. MATERIALS.

Materials shall meet the following requirements, as modified by any supplemental landscape specifications or special notes included in the contract documents. Where indicated, refer shall be to the latest revision/edition of Standard Specifications of the New York State Department of Transportation (NYSDOTSS):

- (1) PNEUMATIC EXCAVATING TOOL. Excavation shall be performed through the use of a pneumatic excavation tool with the following requirements:
 - (a) The high air velocity excavation tool shall be specifically designed to fracture, pulverize, and displace porous and semi-porous soils without harming or causing damage to tree roots, existing subsurface utilities or other non-porous objects.
 - (b) The Contractor shall submit catalog cuts from the manufacturer verifying that the Pneumatic excavation tool meets the following criteria:

Rated Operating Pressure: 6.2 - 7.0 bar
Air Stream Velocity at Cutting Head: 2,200 - 2,500 km/hr
Air Displacement: 4,000 - 5,000 L/min

- (2) AIR COMPRESSOR. The air compressor may be either a portable or truck-mounted unit and shall be adequately sized as required to power the pneumatic excavation tool in accordance with the manufacturer's recommendations for the pneumatic excavating tool.
- (3) VACUUM TRUCK. A vacuum truck should be used to collect excavated spoil directly from the trench or pit.
- (4) CONTAINMENT STRUCTURE. To prevent the spread of excavated soil onto adjacent roadways and areas beyond the designated work zone limits, the Contractor shall provide a mobile structure or barrier to contain the material dislodged by the pneumatic excavation tool from the trench or pit. Timber or corrugated metal shields, tents supported on tubular frames or other structures as approved by the Engineer may be used.
- (5) ROOT PROTECTION. The following are required for root protection:

<u>Item</u>	<u>NYSDOTSS Articles</u>
Quilted Covers	711-02
Burlap	711-06

6.02P.5. EXCAVATION PROCEDURES.

(A) DUST CONTROL

The work area shall be watered thoroughly at least twenty-four (24) hours in advance of, but no more than forty-eight (48) hours, prior to the start of any pneumatic excavation in order to reduce the incidence of airborne dust resulting from the pneumatic excavation operation.

(B) EXCAVATION - GENERAL

All excavation using the pneumatic excavation tool shall be performed in accordance with the manufacturer's recommendations in order to remove soil without causing damage to the roots of trees, buried structures, and/or utilities either in or adjacent to the excavation. The Contractor shall excavate within limits designated for pneumatic excavation shown on the Contract Plans or as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21), using the pneumatic excavating tool. When working near utilities, the Contractor shall be responsible to locate underground facilities as required under 16 NYCRR Part 753 and Section 1.06.28 of the Standard Highway Specifications.

(C) EXCAVATION - TEMPORARY EXCAVATION SUPPORT SYSTEM

Approved sheeting and bracing shall be used where necessary to support the sides of the excavation, in order to: prevent damage to subsurface structures and adjacent buildings; safeguard persons and property; minimize inconvenience to traffic and the public; protect the structure to be installed; support the adjacent tree(s); and, provide suitable and safe working conditions. Except as otherwise provided, deviations from the above will be permitted only where, in the judgment of the Engineer, such exception will not result in any of the hazards described above.

In cases where sheeting and bracing will not adequately protect adjacent structures from damage and settlement, the Contractor will be required to use such measures as are necessary to safely support and maintain adjacent and abutting property and structures, support the tree without causing damage to the tree, and to maintain the work safe to life, limb, and property.

All sheeting and bracing systems that the Contractor elects to use or that are ordered to use by the Engineer shall comply with the requirements of **Section 40.05, "SHEETING AND BRACING,"** of the NYC Department of Design and Construction, Division of Infrastructure, Standard Sewer and Water Main Specifications, and must receive the approvals stated therein.

Unless otherwise specified in the Contract Drawings or these Specifications or specifically permitted in writing by the Engineer, the Contractor shall be required to withdraw and remove all sheeting and bracing simultaneously with the backfilling of the excavation.

(D) ROOT PROTECTION

The Contractor shall place wet burlap or cotton mats upon both the fibrous and structural roots immediately after they have been exposed by the pneumatic excavating tool. The burlap or cotton covering may be removed to perform inspection or construction operations, but the Contractor shall be

required to keep the burlap or cotton towels wet and the roots moist until backfilling is complete.

The Engineer shall be immediately informed of any damaged tree roots. No tree roots may be pruned except as specifically authorized by the Tree Consultant (Item 4.21). In case the concentration of roots obstructs the placement of utilities, footings or other structures, limited pruning may be necessary as directed by the Tree Consultant (Item 4.21). Tree roots in excess of one (1) inch in diameter, measured at the edge of the excavation, shall be cut cleanly at the edge of excavation using a sharp cutting tool. All root pruning shall be performed under the direction of the Tree Consultant (Item 4.21).

(E) TREE CONDITION REPORT

The Contractor shall supply the Tree Consultant (Item 4.21) with information as needed for the Tree Consultant to prepare periodic reports to the Engineer summarizing the number, type, and condition of trees adjacent to each area of pneumatic excavation. These reports shall also indicate the duration of open excavation and identify any root damage and mitigation actions taken.

6.02P.6. MEASUREMENT.

The quantity to be measured for payment hereunder shall be the number of cubic yards of soil and fill material removed by pneumatic excavation, completed, as described herein and to the satisfaction of the Engineer. The volume to be obtained by vehicle measurement.

In determining the vehicle measurement, only water level loads that have been raked by the Contractor to a flat exposed surface will be accepted by the Engineer and no allowance will be made for any crown or peak of the load.

6.02P.7. PRICE TO COVER.

The contract price for "PNEUMATIC EXCAVATION AROUND TREES" shall be the unit price bid per cubic yard of material excavated as described herein, at the locations and to the limits indicated on the Plans or directed by the Engineer, in consultation with the Tree Consultant (Item 4.21). The unit price bid shall include the cost of all labor, materials, plant, equipment, professional engineering design services, insurance, and all other work incidental thereto needed to perform the excavation work, all in accordance with the Plans, the specifications and the directions of the Engineer. Disposal of excess and unsuitable (excluding contaminated) materials shall also be deemed included in the unit price bid for Item 6.02 PA "PNEUMATIC EXCAVATION AROUND TREES."

No separate payment will be made for replacement trees required by NYCDPR that the Contractor shall acquire and plant as a result of damage to trees caused by the Contractor's excavation methods.

Payment will be made under:

Item No.	Item	Pay Unit
6.02 PA	PNEUMATIC EXCAVATION AROUND TREES	C.Y.

SECTION 6.18 SW
Steel Welded Wire Fence

6.18SW.1. Description. Under this Section, the Contractor shall furnish and erect Welded Wire Fence of the type and size shown on the Contract Drawings, in accordance with the Specifications and directions of the Engineer.

6.18SW.2. Materials. Fences shall be constructed of Steel Mesh Fence Panels , posts, and braces, of the sizes shown on the Contract Drawings and by one of the following manufacturers:

Omega Architectural by Omega II Fence Systems
Amego Fence System by Metalco
Prism 3-D Fence System by BETAFENCEUSA, WireWorks Plus Architectural
Welded Wire Fence by Ameristar
or approved equal

All material shall conform to the following:

ASTM-A82:	Cold drawn steel wire, plain, for Concrete Reinforcement.
ASTM-A185:	Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
A1008	Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy (HSLA) and HSLA with Improved Formability
A787-01	Standard Specification for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing
A513-00	Standard Specification for Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing
A653	Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
A500 (1993)	Standard Specification for Cold formed welded and seamless carbon steel structural tubing in round shapes.
A 641 (1989)	Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire. B 6 (1987) Standard Specification for Zinc
B 117 (1990)	Standard Test Method of Salt Spray (Fog) Testing.
B 221 (1995)	Standard Specification for Aluminum and aluminum-alloy extruded bars, rods, wire, shapes and tubes.
D 2247 (1988)	Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
D 2794 (1990)	Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
D 3359 (1990)	Standard Test Methods for Measuring Adhesion by Tape.
F 900 (1984)	Standard Specification for industrial and commercial swing gates.
F 934 (1989)	Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.
F 1184 (1988)	Standard Specification for industrial and commercial horizontal slide gates.
F 1043-11A	Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
F2919	Standard Specification for Welded Wire Mesh Fence Fabric (Metallic-Coated or Polymer Coated) with Variable Mesh Patterns or Meshes Greater than 6 sq. in. [3871 mm ²] in Panels
A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire F626 Standard Specification for Fence Fittings

Welded Wire Panel: the wire mesh fence panels are 49" tall by 92 3/4" wide, and is welded by resistance using 6 gauge - 0.192" pre-galvanized steel wire, welded at each crossing to form rectangles of 2 in. x 6 in. The cold rolled wire shall have a tensile strength of at least 75,000 psi and a 2 172 lbs break strength as per ASTM A185 & A853. One end of the vertical wires of the panel shall exceed 1" from the last or the first horizontal wire thereby creating a spiked top or bottom depending of its position when installed. The other end is cut flush. Panels shall have at least two horizontal reinforcing folds for the entire length of the panel. Note: Panel camber may not exceed 0.094".

Posts: the 3" square posts (11 Ga) are to be installed in-ground. The posts are cold rolled from 1008 grade steel and meet ASTM 500 and ASTM A787-01.

U Shape Bracket kit: The attachment "U Shape Bracket" includes the following components: a stainless steel U rod $\varnothing 5/16"$, a rear flange in PVC 3 1/2" x 1 1/2" x 1 1/8", a forehead support in PVC 2 3/8" x 5/8" x 1 1/16", cosmetic plastic caps and nuts. Each panel requires four mounting points (2 per side). U-shaped bracket is designed to support adjacent panels - therefore only two brackets are required per post.

6.18SW.3. Fabrication. No fabrication work is to be performed until shop drawings are approved by the Engineer.

Fences shall be fabricated in strict accordance with Contract Drawings and shop drawings. Posts and panels shall be formed into panels of the shapes shown on the Contract Drawings and joints completely welded with welds of proper size and shape, riveted or bolted all as directed or shown on the Contract Drawings. All welds shall be ground smooth to a neat finish. Connections shall be provided as indicated on the Contract Drawings. Welds and weldments shall conform to the requirements of the American Welding Society.

Posts shall in all cases be truly vertical; panels shall be parallel to grade as shown on the Contract Drawings.

6.18SW.4. Galvanization and Powder Coating. All components of the fencing including the posts and welded wire panels shall be hot dipped galvanized in accordance with the provisions of the NYS DOT Standard Specifications. All galvanized surfaces will be given thermo-setting polyester powder finish for extra protection and added aesthetic appeal. The coating shall be lead free and without solvents. The final color shall be charcoal grey as approved by the Engineer, unless otherwise shown on the Contract Drawings.

The Powder Coating Process:

The Powder coating process shall consist of the following steps unless directed otherwise by the Engineer:

- The material shall be suspended on Transport Beams
- The material shall be alkaline cleaned and then rinsed
- The material shall be pickled in a bath with inhibited phosphoric acid and then rinsed.
- An active anti-corrosive layer of zinc phosphate shall be applied and rinsed
- The layer of zinc phosphate shall be sealed with a hexavalent chromating agent of very low weight and then the material shall be rinsed.

- The material shall be rinsed with e-ionized water to remove any remaining salts which can cause osmosis.
- The material shall be dried in the drying oven
- The powder shall be charged to 80,000 volts and then sprayed onto the grounded steel
- The material shall be heated to a temperature between 340°-390° F, in accordance with the powder manufacturer's specifications, to melt the resin cores and to form a smooth homogeneous coating.

The approved product shall be carefully packed to prevent damages during shipping and unapproved product shall be removed at the Contractor's expense.

6.18SW.5. Erection:

Examine areas and conditions, with Installer present, for compliance with requirements for verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance. Do not begin installation before final grading is completed, unless otherwise permitted by Resident Engineer.

Proceed with installation only after unsatisfactory conditions have been corrected.

Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 ft. or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

Post Excavation: Drill or hand-excavate holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil.

Post Setting: Set posts in concrete footing. Protect portion of posts above ground from concrete splatter. Place concrete around posts and consolidation. Using mechanical devices to set posts is not permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.

1. Space line posts uniformly at center to center.
2. Concealed Concrete Footings: Stop footings 2 in. below grade to allow covering with surface material.
3. Terminal Posts: Locate terminal end, corner as indicated on Drawings.
4. Post hole shall be a minimum of 8 in. in diameter and 42 in. in depth. Once the concrete is set, the mesh sections are installed with the Bracket kits, always install flush with horizontal wire of the panel (no gap). Post spacing is maximum of 98 3/4 in. c/c of the post with adjustment of $\pm 1\ 1/2$ in. on each side.
5. For the fence to follow slopes, it is required to step the fence sections. The bracket on square posts can be slid along the post at the desired height and should always be install flush with horizontal wire (no gap). When faced with a steep slope, it will be necessary to order longer posts and panels cut in half as to keep the gap under the panel to a minimum.
6. Mesh Panels: Vertical wire extensions down for safety. The fence panel shall be installed a distance of a minimum of 1 1/4 in. and maximum of 2 in. above the ground surface.
7. Upon cutting or trimming, a post or a wire mesh section, apply a zinc rich primer to the exposed ends and finish with the matching touch-up paint supplied by the manufacturer.

After the posts have been set in place and properly supported to hold them to line and grade, the annular space shall be filled to the depth shown on the Contract Drawings with grout composed of one part Portland cement to two (2) parts sand. After grout has hardened, the remaining space shall be filled with an epoxy sealer filler as approved by the Engineer. The sealer shall be applied in strict accordance with the manufacturer's instructions, and shall be tooled in to fill and seal hole and form a one-quarter (1/4) inch wash away from the post. Concrete for individual post footing shall be Class B-32.

Any fence not set plumb and true to line and grade shall be removed and replaced at the Contractor's expense. The Contractor shall maintain the fences and gates during the life of the Contract and shall repair and replace all members that are disturbed, damaged or destroyed.

6.18SW.6. Samples. Prior to fabrication of the fence, the Contractor shall submit, for approval of the Engineer, finished samples of parts of fences. The workmanship and finish of the fences shall be equivalent to the approved samples.

6.18SW.7. Measurement. The quantities of Steel Welded wire Fence to be paid for shall be the number of linear feet of each size fence furnished and erected complete, to the satisfaction of the Engineer. Measurement shall be made in place along the centerline of the top rail, from center to center of end posts.

6.18SW.8. Prices to Cover. The prices bid shall be a unit price per linear foot of Steel Welded Fence and shall include the cost of all labor, material, equipment, insurance, and incidentals required to furnish and erect fence of the type specified including, but not limited to, shop drawings, excavation, concrete footings for fence posts, and backfill as required, all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.18SW	STEEL WELDED WIRE FENCE, 4'-6" HIGH	L.F.

SECTION 6.34 A
Temporary Fencing

6.34A.1. DESCRIPTION. Under this section, the Contractor shall furnish, erect, maintain, and remove, when directed, Temporary Fencing as shown on the Contract Drawings and directed by the Engineer. This section shall include both the relocation, maintenance of the existing plywood construction fence as per NYC Department of Buildings as well as Chain Link Fence as required and as specified below. Wood Slat Fence will be installed around completed landscaped areas and maintained for the duration of the 2 year maintenance period as specified in GI-5.09.

6.34A.2. MATERIALS AND METHODS. All materials and methods shall be as specified in Section 6.34 of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH to be furnished under Item 6.34 ACT, shall consist of chain link fence fabric, top and bottom tension wires, gates, posts to be embedded in the pavement, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer.

RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH shall be furnished under Item 6.34 WF. Currently, a wood construction fence, 8'-0" high, surrounds the property and consists of pressure treated wood 6x6 posts and painted plywood panels complying with NYC Department of Buildings Construction Fence requirements. This fence was left in place after demolition of the former Parking Garage at this site in 2015. This fence shall be used, modified re-aligned as required for the duration of TF18-2012N Queens Borough Parking Field project. The Contractor must secure and maintain a Department of Buildings Permit for Construction Fence for the duration of the construction. Changes in the fence alignment may be required in order to perform adjacent work. The work under this item shall consist of plywood (new and or relocated), top and bottom framing lumber, gates, posts embedded in the pavement or soil in concrete, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer. The existing fence material are the property of New York City DOT and shall be removed from the site as per the direction of the Resident Engineer at the end of the project - either by properly disposing of the material or delivering salvaged plywood and posts to NYCDOT's maintenance yard.

TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH shall be furnished under Item 6.34 WF. This temporary fence shall be installed around all planted areas at the completion of planting. The fence shall be made of wood slat fence - 4' x 50' rolls with #1 grade wood slats 3/8" x 1 1/2" x 48". Each wood slat shall be bound together with five double strands of 13 gauge galvanized wire - the base metal of the wire shall be of a good commercial quality steel. The weight of the coating shall not be less than three-tenths (0.3) ounce per square foot of uncoated wire surface. Determined in accordance with AASHTO Designation T65 (Class 1) Weight of Coating

on Zinc-Coated (Galvanized) Iron on steel Articles. The zinc coating shall adhere to the wire, without flaking and without being removable by rubbing with bare fingers, when the wire is bent completely around a pin of the same diameter as that of the wire. The slats shall be spaced two and one-quarter (2-1/4") inch apart plus or minus 1/4", and there shall be not less than two (2) three hundred and sixty (360) degree twist of the wire in the weave between the slats. The fabric must be tightly woven so that the wire is forced into the wood slats sufficiently to hold them tightly. The strands of wire shall be spaced (10) inches apart and four (4) inches from the ends of the slat. The fence shall be stretched after weaving and before being placed in rolls. Use only natural finish slats. Posts shall Silver Galvanized Steel T Posts used in conjunction with steel T Post Clips that secure the slat and fence strand to the T post. T-posts should be placed a maximum of 10 feet apart. Vertical strand of fence should be sandwiched between flat side of T-post and a 1" x 2" wood slat. T-post clips can then be used to secure the slat and fence strand to the T-post To connect fence sections, overlap 2 strand section from each end and weave a 1" x 2" slat through the overlapped strands. Fence should be tensioned by hand only - DO NOT USE MECHANICAL TENSIONERS. The unit price for this item shall include maintaining this protection for the entire 2 year plant maintenance warrantee period.

When directed by the Engineer, the Contractor shall remove and dispose of all temporary fences to the satisfaction of the Engineer. The Contractor shall then fill any post holes left compacted clean sand to a level below the new sub-grade elevations. Concrete used for setting of existing fence post-holes shall be removed in all cases where it will interfere with other work.

6.34A.3. MEASUREMENT. The quantities of Temporary Fences to be measured for payment shall be the number of linear feet satisfactorily installed, complete, measured in place, from center to center of end posts.

Payment will be made under 6.34 ACT for only for the initial installation at any location. Whenever temporary chain link fence is moved to a new location, as required by the Plans or directed by the Engineer, payment will be made in the same manner as if it were an initial installation.

Payment will be made under 6.34 WF only for relocation within the project area AND for its removal at the end of the project as shown in the Contract Drawings or at the direction of the Engineer.

Payment will be made under 6.34 WS for the initial installation and again at the end of the first year of the planting warrantee period if determined by resident engineer that the bioswales require another year of protection. The unit price for 6.34WS shall in all cases include removal and proper disposal of the fence.

However, no payment will be made: for movements of temporary fencing of any type that are made for the Contractor's convenience;

for movement of temporary fence at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of temporary fencing at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of temporary fence between initial installations.

6.34A.4. PRICE TO COVER. The price bid for the Temporary Fencing shall be a unit price per linear foot and shall cover the cost of all labor, materials, permits, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary fence; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Temporary fencing shall also include, but not limited to, any gates as may be required.

Payment will be made under:

Item No.	Description	Pay Unit
6.34 ADT	TEMPORARY CHAIN LINK FENCE, 8'-0" HIGH	L.F.
6.34 WF	RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH	L.F.
6.34 WS	TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH	L.F.

SECTION 7.55
New Pipe Railing

7.55.1. WORK TO INCLUDE. Under this section, the Contractor shall furnish and erect Galvanized Steel Handrails for steps and/or ramps where shown on the plans or directed by the Engineer, in accordance with the plans, specifications and directions of the Engineer. All handrail, including extensions shall comply with Americans with Disabilities Act (ADA) provisions as described in ANSI A117.1 – 2009 (or most recent edition). Fabricated handrail shall comply, as applicable, with NYC DOB Building Code and/or NYS BOCA requirements, the most stringent shall apply.

The work of this section shall be performed as a delegated design which requires the fabricator to provide comprehensive engineering analysis by a qualified New York State licensed professional engineer, using performance requirements and design criteria indicated.

In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:

1. Steel: 72 percent of minimum yield strength.
2. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
3. Handrails:
 - a. Uniform load of 50 lbf/ ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
4. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials

7.55.1.a SUBMITTALS

(A) Initial Submittals: For the following:

- 1) Pipe
- 2) Grout, anchoring cement
- 3) Contractor's Qualifications:
 - a. A firm experienced in producing and installing ornamental metal similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - b. The fabricator shall be in business as a stainless steel fabricator/installer for a minimum of three (3) consecutive years.
 - c. The fabricator shall have in-house capacity to produce two and three dimensional CADD drawings.
 - d. The Fabricator/Installer shall have the ability to accomplish the fabrication and installation with their current staff and equipment.

(B) Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication

(C) Samples for Verification:

- 1) 24" long section of steel tubing demonstrating tube bends without distortion of tube diameter.

- 2) Finish – hot dipped galvanized - show method of **finishing** and **connecting** members at intersections.

(D) Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

(E) Qualification Data:

- 1) For qualified **professional engineer** licensed in the State of New York.
- 2) Mill Certificates: Signed by manufacturers products certifying that products furnished comply with requirements.
- 3) Welding certificates.

7.55.2. MATERIALS.

(A) All rails shall be galvanized steel pipe of the sizes determined to be required by the fabricator's engineering calculations and shall conform to ASTM A53 C. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads - except that pipe need not undergo hydrostatic test.

Comply with ASTM A 123/A 123M for hot-dip galvanized finish for all components. Fabricate and finish all welded connections for complete railing assemblies prior to galvanizing. Sleeved handrail joints (see details) if required shall be used to allow fabrication of sections sized for galvanizing baths. Field Welding is not permitted. Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes. Fill vent and drain holes that will be exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth

(B) Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

(C) Etching Cleaner for Galvanized Metal

(D) Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20.\

(E) Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for exterior applications.

7.55.3. METHODS. All welds shall comply with the current requirements of the American Welding Society.

Fabricate new pipe railing for embedment into the concrete pavement, stairs or curbing to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage but not less than that required to support structural loads.

Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

Form work true to line and level with accurate angles and surfaces. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

Welded Connections: all grade connections shall be welded. Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

Bend all pipe members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

All surfaces of the railing shall be thoroughly cleaned of all rust, oil, grease, scale, and foreign matter.

Galvanized surfaces shall be treated as follows. The first phase of treatment shall be solvent cleaning performed in accordance with the requirements of SSPC-SP1, No. 1, Solvent Cleaning. The second phase of treatment shall be pretreatment with a "wash-coat" of a type conforming to the requirements of Military Specification MIL-P-15328b or c or an approved equal. The pretreatment may be applied by any method, as approved by the Engineer.

For railing posts set in concrete, form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions. Leave anchorage joint exposed with 1/8-inch buildup, sloped away from post.

7.55.4. MEASUREMENT. The quantity of new steel pipe railing to be measured for payment shall be the number of linear feet of railing, measured along the center line of the top rail, actually installed to the satisfaction of the Engineer.

7.55.5. PRICE TO COVER. The contract price bid per linear foot for New Pipe Railing shall cover the cost of furnishing all labor, materials, plant, equipment and incidentals necessary to furnish, install complete, including but not limited to all pipe, galvanized, welding, drilling of holes, coring of concrete, grout, shop drawings including engineering calculations and all incidentals necessary to complete the work in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
7.55	NEW PIPE RAILING	L.F.

**SECTION 9.13 HD
HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE**

9.13 HD.1. INTENT. This section describes the furnishing and installation of High-Density Polyethylene (HDPE) Pipe and all its components as part of this project, as shown on the Contract Drawings and as directed by the Engineer.

9.13 HD.2. DESCRIPTION. Under this Section, the Contractor shall furnish and install HDPE pipe in accordance with the Contract Drawings, specifications and directions of the Engineer. All work of connecting and joining to other pipes or drainage structures, including connecting pieces, and excavation, bedding and backfill, shall also be included under these items.

9.13 HD.3. MATERIALS.

(A) **PIPE:** HDPE pipe shall have a full circular cross-section, with a corrugated exterior wall and a smooth inner wall (waterway). Corrugations may be either annular or spiral. HDPE pipe shall be made from virgin polyethylene compounds that conform to the requirements of cell classification 424420C (ESCR Test Condition B) for 4 through 10 inch diameters and cell classification 435400C for 12 through 60 inch diameters as defined and described in ASTM Designation D 3350, except that carbon content should not exceed 4%. All pipe and pipe connections shall be soil-tight and shall be by the same manufacturer to ensure compatibility of materials.

Acceptable manufacturers for HDPE pipe:

1. Advanced Drainage Systems, Inc., Ludlow, MA
2. ISCO Industries, Louisville, KY
3. JM Eagle, Livingston, NJ
4. Hancor, New York, NY
5. or an approved equivalent.

(B) **FITTINGS:** Pipe fittings shall not reduce or impair the overall integrity or function of the pipe line. Fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings, such as couplers, and branch or complimentary assembly fittings such as tees, and end caps, etc. These fittings may be installed by various methods, such as snap-on, screw on, bell and spigot, and wrap around. Couplings shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Only fittings supplied or recommended by the pipe manufacturer shall be used to ensure compatibility of materials. Where recommended by manufacturer, a neoprene or rubber gasket shall be supplied for joint fittings. All pipe fittings and pipe connections shall be soil-tight.

Acceptable manufacturers for HDPE pipe fittings:

1. Advanced Drainage Systems, Inc., Ludlow, MA.
2. ISCO Industries, Louisville, KY
3. JM Eagle, Livingston, N.J
4. Hancor, New York, N.Y

5. or an approved equivalent.

All approved pipe and fittings shall be sourced and purchased from the same manufacturer only and installed as shown on the Contract Drawings.

- (C) **SELECT GRANULAR FILL:** for select granular fill gradation requirements, see **NYCDOT Standard Highway Specifications - Section 4.11.3.(C).**

9.13 HD.4. SUBMITTALS.

Manufacturer's product data sheets, installation details and instructions for HDPE pipe, pipe fittings, and connections.

9.13 HD.5. METHODS.

- (A) Installation of the pipe shall be in accordance with ASTM Recommended Practice D 2321, unless specified otherwise in the Contract Documents.
- (B) Installation:
 1. Install and maintain proper Erosion and Sediment Control Measures during construction, as directed by the Engineer, to avoid clogging of the pipes. During the progress of the work, the exposed ends of the pipe shall be provided with approved temporary covers fitted to the pipe so as to exclude earth and other materials.
 2. Trench excavation shall be to a minimum depth of 6" below the outside bottom of the pipe. Unless otherwise directed, the trench shall be fully excavated for its entire length before any pipes are laid therein. Refer to Contract Drawings for pipe inverts. Where trench bottom is unstable, the Contractor shall excavate to a depth as required by the Engineer and replace with suitable material as specified by the Engineer. Width of trench shall be as per pipe manufacturer's recommendations.
 3. Place a 6" minimum depth of bedding material. Bedding material shall be compacted select granular fill.
 4. Pipe damaged from handling or any cause whatsoever, whether in or out of the trench, shall be replaced and removed from the site of the work by and at the sole expense of the Contractor.
 5. Lay HDPE pipe as per manufacturer's recommendations over bedding material. All pipe shall be laid in reasonably close conformity to line and grade and shall have a full, firm and even bearing at each joint and along the entire length of pipe. Joint misalignment shall not result in offsets, in the interior smooth liner, greater than one-quarter (1/4") inch. Pipe laying shall begin at the downstream end and progress upstream. Any single run of pipe, excluding end sections, shall consist wholly of the same type material unless otherwise directed by the Engineer. No section of pipe used shall be less than three (3') feet in length. Keep trenches dry during pipe laying.
 6. Provide for and install all joints, couplings, fittings, rings and connections as per manufacturers' instructions and applicable ASTM and ANSI standards. Clean joint contact surfaces immediately prior to joining. Use lubricants, primers, or adhesives as recommended by the pipe or joint manufacturer.

7. Initial backfill material shall be select granular fill and shall envelope the pipe, under the haunches and around the sides up to a minimum height of six (6") inch above the pipe, and compacted in six inch (6") layers. Trench and backfill width shall be as per manufacturer's recommendations.
8. Any sediment which enters pipes during construction shall be removed within 24 hours.
9. Prior to project completion, and as directed by Engineer, the Contractor shall clean pipes by removing all accumulated sediment and debris.
10. Do not remove Erosion and Sediment Control measures until site is fully stabilized.

9.13 HD.6. MEASUREMENT. The quantity of High-Density Polyethylene Pipe in the diameter noted to be measured for payment shall be the number of linear feet (laying length) of HDPE pipe, including fittings, measured in their final position, installed to the satisfaction of the Engineer.

9.13 HD.7. PRICES TO COVER. The contract price bid shall be a unit price per linear foot of each size High-Density Polyethylene Pipe in the diameter noted, furnished and installed as shown on the Contract Drawings and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work, including, but not limited to, excavation of all materials of whatsoever nature encountered (except the excavation of boulders in open cut and ledge rock both of which will be paid under Item 70.61 RE - Rock Excavation), furnishing and installing bedding, sheeting and bracing, backfilling, Select Granular Fill material, cleaning up, furnishing and installing pipe and fittings, and connecting and joining pipe to other pipes or drainage structures; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.13 HD12	12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.
9.13 HD15	15" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	L.F.
9.13 HDP48	48" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE (PERFORATED)	L.F.

SECTION 9.91 A
Steel Sheet Piling

9.91A.1. Intent. This section describes the work of fabricating, furnishing and placing permanent steel sheet piling.

9.91A.2. Description. Under this section, the Contractor shall be required to fabricate, furnish, and place permanent steel sheet piling of the type and at the locations shown on the plans or as directed by the Engineer.

9.91A.3 References. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

2014 BUILDING CODE OF THE CITY OF NEW YORK

FEDERAL SPECIFICATIONS (FS)

FF-W-84 Washers, Lock (Spring)

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

Specification for Structural Steel Buildings - Allowable Stress
Design and Plastic Design (AISC Steel Specification)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A36 Standard Specification for Carbon Structural Steel
A153 Standard Specification for Zinc coating (Hot-Dip) on
Iron and Steel Hardware.
A307 Standard Specification for Carbon Steel Bolts and
Studs, 60,000 PSI Tensile Strength
A325 Standard Specification for Structural Bolts, Steel,
Heat Treated, 120/105 ksi Minimum Tensile Strength
A328 Standard Specification for Steel Sheet Piling
A572 Standard Specification for High-Strength Low-Alloy
Columbium-Vanadium Steels of Structural Quality
A992 Standard Specification for Steel for Structural Shapes
for Use in Building Framing

AMERICAN WELDING SOCIETY (AWS)

D1.1 Structural Welding Code - Steel

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

PA 1 Shop, Field, and Maintenance Painting
PA 2 Measurement of Dry Coating thickness with magnetic
gages.
SP 5 White Metal Blast Cleaning
SP 6 Commercial Blast Cleaning
Paint 16 Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint

CODE OF FEDERAL REGULATIONS (CFR)

1910 Occupational Safety and Health Standards (OSHA)

The Contractor shall conform to the requirements of the above standards, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

9.91A.4 Required Submittals for Engineer's Approval.

Equipment Descriptions - provide complete descriptions of sheet piling driving equipment including hammers, extractors, protection caps, and other installation appurtenances shall be submitted for approval prior to commencement of work.

Protective Coating Systems - submit product data for galvanizing and protective coating systems.

Shop Drawings - Design and Detail Drawings for sheet piling shall show complete piling dimensions and details, driving sequence, and location of installed piling. Detail drawings shall include details and dimensions of templates and other temporary guide structures for installing piling. Shop Drawing shall also show, sheeting length, depth, interlock details and corner details. Detail drawings shall provide details of the method of handling and driving piling to prevent permanent deformation, overstress, and damage to coatings and piling interlocks.

Design Data

1. Submit Design Calculations
2. Welding Procedures per AWS D1.1

Material Test Data - Sheet piling shall be tested and certified by the manufacturer to meet the specified chemical, mechanical, and section property requirements prior to delivery to the site. Testing of sheet piling for mechanical properties shall be performed after the completion of rolling and forming operations. Contractor shall submit mill test reports showing numerical values of chemical and mechanical properties of sheet piling and structural steel for permanent Work, in accordance with the applicable material specifications.

Interlocked Joint Strength in Tension Test Data - The interlocked strength in tension test shall conform to the piling manufacturer's standard test, include testing at least two 3 inch long coupons taken randomly from different as-produced piling of each heat, and shall be approved. Tests shall be performed to determine sheet pile interlock strength of two representative test specimens per heat. Joint length shall be at least three inches; and, minimum interlock strength shall be 12,000 pounds per lineal inch.

Contractor shall review all material test results prior to submittal, and shall certify conformance with the requirements of this Section of the Specification.

Certificates

1. Welder's Qualifications per AWS D1.1

Records

1. Material Test Records.

2. Driving Records: Records of the sheet piling driving operations shall be submitted no later than 7 days after driving is completed. These records shall provide a system of identification which shows the disposition of approved piling in the work, driving equipment performance data, piling penetration rate data, piling dimensions, and top and bottom elevations of installed piling.

Record Drawings

1. Pulling and Redriving - Contractor shall keep records of driving. Driving records shall include alignment and plumbness checks, location of splices and inspection of splice welds, and shall note driving equipment used and locations and depths where difficulty in driving was encountered.
2. Interlocked Joint Strength in Tension Test

9.91A.5. Materials. Steel Sheet Piling shall be of equivalent section to that shown on the plans. Steel Sheet Piling shall be new and unused conforming to the requirement of ASTM A572, Grade 60. Stock steel may be used. The Contractor shall furnish to the Engineer, certified copies of physical and chemical test results which shall include a sworn statement by a qualified mill representative to the effect that the subject material conforms to the requirements of the steel specified.

Sheet piling shall be for permanent or temporary service, as indicated on the Contract documents. Materials for temporary service that are removable shall remain the property of Contractor, and shall be removed from the site by Contractor at the completion of the Work, or such earlier time as directed by Resident Engineer.

All piles shall be delivered in one piece. The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation, but not more than 5 degrees when interlocked, and maintain continuous interlocking when installed. Sheet piling shall be sections of the dimensions shown on the Contract documents. A section of equal or greater modulus may be provided by Contractor, subject to approval of the Resident Engineer. Sheet piling shall be provided with standard pulling holes. Include information on painting or other.

Structural steel (including bracing, tie-rods, and other appurtenances) shall conform to ASTM A36 or A992, as applicable, or as otherwise noted on the Contract Documents.

High strength bolts, nuts, and washers shall conform to ASTM A325, unless otherwise noted on the Contract Documents.

Unfinished bolts, including nuts, shall conform to ASTM A307; lock washers shall conform to FS FF-W-84, Class A, Style 2. Bolt heads and nuts shall be hexagonal, unless otherwise noted on the Contract Documents.

Filler metals for welding shall conform to the requirements of AWS D1.1.

Protective Coatings- Contractor shall furnish and apply protective coatings as indicated on the Contract Documents. Contractor shall

prepare and submit a written protective coating system description; including names of coating manufacturer and product to be used. The protective coating system description shall also include the coating manufacturer's recommendations for touch-up; including required surface preparation for touch-up.

Contractor shall coat designated exposed faces of the permanent sheet pile wall with the color and length indicated on contract drawings. For each coat, preparation of the substrate shall be in accordance with the following:

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion. Refer to product Application Bulletin for detailed surface preparation information. Minimum required surface preparation for Steel SSPC-SP2/3.

Piles shall be given one (1) field applied coat of Epoxy Primer, one (1) field applied coat of Epoxy Intermediate Coat, and one (1) final field coat of Polyurethane Topcoat. The exposed face of the piles will be painted in two alternating colors (silver and bronze) of the top coat shall match the Architects sample, as approved by the Engineer. The color change will be accomplished by switching color at each interlock centerline. Mask off adjacent pile as required.

All field painting shall be done in dry conditions. All surfaces shall be free from moisture or frost when paint is applied, and painted surfaces shall not be permitted to become wet by condensation or otherwise be subjected to freezing temperatures until the paint has reached a hard set. No painting shall be started when the temperature of the metal or the surrounding air is less than five (5) degrees Fahrenheit above the dew point. Any paint injuriously affected by cold, rain, moisture, or condensation shall be entirely cleaned off and fresh paint applied.

All paint shall be stirred to agitate and emulsify the contents thoroughly. The paint shall be kept stirred and at a uniform consistency until applied. There shall be no thinning or modification of the paint except upon and in accordance with the specific approval of the Engineer.

The paint shall be applied either wholly by brush or, if approved by the Engineer, in part by brush and in part by approved airless spray in such a way as to secure an even paint film uniform in thickness, tint and consistency over the entire surface, free from pin holes, holidays, or excessive brush marks. The paint should be thoroughly dry before the application of successive coats.

Care shall be used to prevent paint dripping, splatterings or spraying of finished surfaces, and any such dripping, splatterings or spraying shall be cleaned off before the paint has dried. Mask off adjacent sheet piles to ensure alternating color effect of painting every other pile is achieved. Total Dry-Film Thickness shall not be less than 16 mils.

A silicone based clear, permanent anti-graffiti top coat shall be applied to the entire wall with an airless sprayer after the painted piles have dried as per manufacturer's requirements. Product performance allows for repeated removal of graffiti before reapplication is required. The material should withstand up to 10 cycles of removal using power washing of cold water.

Protective coatings shall be intact when sheet piling Work is completed. Contractor shall touch up any damage to the protective coating during and after pile driving, in accordance with coating manufacturer's recommendations, and as approved by Resident Engineer. Exposed steel surfaces that have deteriorated below the degree of cleanness specified shall be recleaned to that degree.

The coating shall be considered damaged within 2 inch of any weld and shall be replaced even if no damage is apparent.

Waterproofing Membrane application at Pile Interlocking joint - on the backside top three feet of all exposed permanent sheet pile walls, provide self-adhering bituminous waterproofing sheet membrane at each joint. Sheet membrane should cover the entire joint with 6" lap on either side of joint. Sheet membrane shall not be exposed to UV for an extended period and so application should be done just prior to backfilling and should be fully covered by fill material when complete.

9.91A.6. Methods. Steel Sheet Piling shall be placed in accordance with the plans and directions of the Engineer. Subject to Engineer's approval, steam, pneumatic or Diesel powered hammers or vibratory hammers shall be used to drive all piling. It is contractor's responsibility to choose appropriate hammer system and install sheet piling to design tip elevation without damaging sheet piling.

Any material which stops the driving of sheet piling shall be removed by the Contractor. Contractor shall be aware that obstruction may be encountered at certain areas of the site. If obstructions restrict driving a piling to the specified penetration, it is contractor's responsibility to remove obstructions either by excavating, drilling and spudding, or penetrated with a chisel beam, and install sheet piling to design depths without compromising the adequacy and stability of the sheet piling.

Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

Subsoil Information: Boring logs and locations are provided for information. Contractor is responsible for any conclusions it may draw from this information, including the character of the materials that may be encountered and the degree of difficulty to be expected in the performance of the Work. Resident Engineer does not guarantee that materials other than those disclosed by the borings will not be encountered, or that proportions and character of the various

materials will not vary from those indicated in the boring logs, or that driving effort will not vary from that indicated for test piles.

Design and Detailing for Permanent Work - the locations, arrangements, lengths, and sections of permanent sheet piling, bracing, and major appurtenant items shall be as indicated on the Contract documents. Contractor shall design and detail all corners, wyes, and other special shapes, connections, and appurtenant items necessary to make the permanent Work complete. Design shall conform to the AISC Steel Specification. Contractor shall submit detail drawings and computations bearing the signature and seal of a Professional Engineer licensed in the State of New York.

Design and Detailing for Temporary Work - the Contractor shall design all temporary piling required by Contractor to complete the Work. Design of temporary Work shall include design of sheet piling, supports, connections and all appurtenant items necessary to make the Work complete. Design shall conform to the AISC Steel Specification. Contractor shall submit design drawings and computations bearing the signature and seal of a Professional Engineer licensed in the State of New York.

Alignment of Piling. Contractor shall furnish necessary surveying services for establishing sheet piling locations. Any sheet piles driven more than three inches from the location indicated on the Contract documents will not be acceptable.

Sheet Piling shall be driven plumb. For permanent Work, deviation from plumb position of more than one-eighth inch per foot shall be cause for rejection.

Contractor shall provide suitable guide structures to ensure that piles and driving equipment are properly aligned during driving. Guide structures shall be equipped with suitable devices to avoid damaging protective coatings of piling.

If, at any time, the piling is found to be out of plumb in the plane of the wall, Contractor shall provide tapered piles or take other corrective measures to ensure plumbness of the succeeding.

Driving: Piles shall be driven to the depths indicated on the Contract documents, or on the Contractor's drawings reviewed by Resident Engineer. A protective cap shall be used in driving to prevent damage to the tops of piles.

Permanent sheet piling driven to the required depth and extending above the top elevation indicated on the Contract documents shall be trimmed off at that elevation after approval by Resident Engineer. Do not over drive sheet piles - leave sufficient material above top of wall elevation so that trimming of wall removes all lifting holes as well as any marks or defects in the sheet pile profile resulting from driving operation.

Temporary sheet piling shall be trimmed for clearance as required by Resident Engineer. Contractor shall trim the tops of sheet piles damaged to an extent that would prevent proper additional driving, or

that would detrimentally affect appearance if exposed in the finished Work.

Piles driven to the required depth, that for any reason will be too short to reach the required elevation, shall be extended by splicing, as approved by Resident Engineer but under no circumstances will splices be permitted in permanently exposed locations. Contractor to plan driving operation and material selection accordingly.

Each sheet pile shall be interlocked with adjoining sheet piles for its entire length. Where ball and socket interlocks are indicated on the Contract documents, piles shall be driven with the ball edge leading. Sheet piles driven out of interlock with adjacent sheet piles shall be removed and replaced with new sheet piles by Contractor.

If the driving of a sheet pile tends to drag an adjacent sheet pile below grade, it shall be reported to Resident Engineer prior to any remedial action. Remedial action shall be as approved by Resident Engineer.

Jetting shall not be used except as specifically approved by Resident Engineer.

Temporary wales, templates, master pilings, current deflectors, or guide structures shall be provided to insure that the pilings are placed and driven to the correct alignment. At least two templates shall be used in placing each piling and the maximum spacing of templates shall not exceed 20 feet.

Pilings shall be driven to the tip elevation indicated on the Contract documents, with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths. Driving/vibratory hammers shall be maintained in proper alignment during driving operations by use of leads or guides attached to the hammer. A protecting cap shall be employed in driving when using impact hammers to prevent damage to the tops of pilings. Pilings damaged during driving or driven out of interlock shall be removed and replaced at the Contractor's expense. Pilings shall be driven without the aid of a water jet. The maximum permissible taper for any pile shall be 0.5 percent. Additional costs induced in modifying pile cap, as a result of piles driven out of tolerances, including design costs, shall be to Contractor's account. Pilings in each run or continuous length of piling wall shall be driven alternately in increments of depth to the required depth or elevation. No piling shall be driven to a lower elevation than those behind it in the same run except when the pilings behind it cannot be driven deeper. If the piling next to the one being driven tends to follow below final elevation, it may be pinned to the next adjacent piling. If obstructions restrict driving a piling to the specified penetration, the obstructions shall be removed either by excavating, drilling and spudding, or penetrated with a chisel beam. Pilings shall be driven to depths shown and shall extend up to the elevation indicated for the top of pilings.

Cutting Off - Piles driven to the required depth and pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. A straight edge shall be used in cuts made by burning to avoid abrupt nicks.

Inspection of Driven Piling - the Contractor shall inspect the interlocked joints of driven pilings extending above ground. Pilings found to be out of interlock shall be removed and replaced at the Contractor's expense.

Pulling and Redriving - the Contractor shall pull selected pilings after driving to determine the condition of the underground portions of pilings when directed. The Resident Engineer may direct the Contractor to pull up to one percent of the driven pilings. Any piling so pulled and found to be damaged shall be removed and replaced at the Contractor's expense. Pilings pulled and found to be in satisfactory condition shall be redriven when directed at the Contractor's expense. If more than 10 percent of the pulled piles are found to be damaged, the Resident Engineer may request the Contractor to pull an additional one percent of the driven pilings, and remove damaged piles, as described above, at the Contractor's expense.

9.91A.7 Quality assurance. Company specializing in performing the Work of this Section shall have at least three years minimum experience. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Work of this Section shall be subject to the requirements of Controlled Inspection as defined and regulated by the New York City Building Code.

9.91A.8 Product Handling. Contractor shall deliver all tools, materials and equipment to job site. Store in a secure location, as approved by the Resident Engineer, to prevent damage, etc.

Materials delivered to the site shall be new, undamaged, and accompanied by certified test reports. The manufacturer's logo and mill identification mark shall be provided on the sheet piling as required by the referenced specifications. Sheet piling shall be stored and handled in the manner recommended by the manufacturer to prevent permanent deformation, overstress, and damage to coatings and the interlocks. Sheet piles shall be stored only in approved staging and laydown areas.

Material for temporary service shall be free of defects and distortions that could affect performance.

Storage of materials shall be such that sagging that could produce permanent deformation shall be prevented. Concentrated loads that occur during stacking or lifting shall be maintained at less than those that could produce permanent deformation of the material.

Handling devices shall be so designed that damage to protective coatings is prevented.

9.91A.9 Equipment. Contractor shall use appropriate equipment as necessary to meet the specified requirements and the methods for proper performance and execution of the Work of this Section.

Contractor shall submit complete descriptions of the equipment for the Work, including caps, leads, and guides where required. The description of the hammer proposed for driving piles shall include make and model number, weight and length of stroke of striking parts, the number of blows per minute at which it operates, the area of the piston, and the effective pressure on the piston to be maintained during driving for double acting hammers.

Contractor shall make such substitutions and modifications, in accordance with Resident Engineer's requirements, found to be necessary during the progress of the Work.

Driving Hammers shall be steam, air, hydraulic, or diesel drop, single-acting, double-acting, differential-acting type. The driving energy of the hammers shall be as recommended by the manufacturer for the piling weights and subsurface materials to be encountered.

Alternatively, a vibratory hammer may be used, also as recommended by the manufacturer for the piling weights and subsurface materials to be encountered.

9.91A.9 Fabrication. Steel Construction shall be in accordance with the AISC Steel Specification. Work shall include cutting of openings, after driving, as indicated on the Contract documents.

Splices in sheet piling, as approved by Resident Engineer, shall be full-penetration butt-welded. Splices shall not be permitted at any exposed conditions. When adjacent piles are each to be spliced, splices shall be staggered not less than ten feet.

No field splices are permitted unless contractor is directed otherwise by Engineer.

Splices shall be fabricated to assure alignment of the spliced parts. Change in slope between parts spliced shall not exceed 1/500.

Contractor shall determine weldability of sheet piling to be welded, and shall establish welding procedure by qualification in accordance with AWS D1.1. Contractor shall provide inspection of welding, and shall submit qualification records of welders and welding procedures.

9.91A.5. Measurement. The quantity to be measured for payment for both TEMPORARY STEEL SHEET PILING and PERMANENT STEEL SHEET PILING shall be the number of square feet of steel sheet piling obtained by multiplying the vertical length of pilings measured between the payment lines herein described, by the horizontal length of piling shown on the plans or approved by the Engineer. The vertical length

of piling is that length measured between the upper and lower payment lines. The upper payment line, unless otherwise specified on the plans or approved by the Engineer, shall be the actual elevation shown on the plans for the top of sheet piling. The lower payment line shall be established at the minimum penetration depth below the mud line shown on the plans or ordered by the Engineer.

The horizontal length shall be measured along a projection of the piling on a plane parallel to and midway between the front and rear face of the piling wall.

The quantity to be measured for payment for PAINTING OF PERMANENT SHEET PILING shall be the number of square feet of steel sheet piling obtained by multiplying the exposed vertical length of pilings measured between final grade at the bottom of the exposed face, by the horizontal length of piling shown on the plans or approved by the Engineer. The upper payment line, unless otherwise specified on the plans or approved by the Engineer, shall be the actual elevation shown on the plans for the top of sheet piling.

The horizontal length shall be measured along a projection of the piling on a plane parallel to and midway between the front and rear face of the piling wall.

9.91A.6. Price to Cover. The unit price bid per square foot of steel sheet piling shall cover the cost of all labor, material, plant, equipment, insurances, possible penetration through obstructions, and incidentals necessary to complete the work of installing steel sheet piling, including but not limited to the furnishing of shop drawings and all welding, all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.91 A	PERMANENT STEEL SHEET PILING	S.F.
9.91 C	TEMPORARY STEEL SHEET PILING	S.F.
9.91 SP	PAINTING OF PERMANENT STEEL SHEET PILING	S.F.

SECTION E 260500
COMMON WORK RESULTS FOR ELECTRICAL
(NOT A BID ITEM)

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nameplates for electrical equipment.
2. Wire markers.
3. Conduit supports.
4. Formed steel channel.
5. Sleeves.
6. Mechanical sleeve seals.

1.2 SYSTEM DESCRIPTION

A. Select materials, sizes, and types of anchors, fasteners, and supports to carry loads of equipment and raceway, including weight of wire and cable in raceway. Anchor and fasten electrical products to building elements and finishes as follows:

1. Concrete Structural Elements: Expansion anchors.
2. Concrete Surfaces: Self-drilling anchors and expansion anchors.
3. Sheet Metal: Sheet metal screws.
4. Wood Elements: Wood screws.

B. Identify Electrical components as follows:

1. Nameplate for each electrical distribution and control equipment enclosure.
2. Wire marker for each conductor at panelboard gutters, pull boxes, and outlet and junction boxes.

1.3 SUBMITTALS

- A. Product Data: Required.

PART 2 PRODUCTS

2.1 NAMEPLATES

- A. Product Description: Engraved three-layer laminated plastic nameplate, black letters on white background.

- B. Letter Size:

- 1. 1/8 inch letters for identifying individual equipment and loads.
 - 2. 1/4 inch letters for identifying grouped equipment and loads.

2.2 WIRE MARKERS

- A. Product Description: Split sleeve, or tubing type wire markers with circuit number permanently stamped or printed.

2.3 CONDUIT SUPPORTS

- A. Manufacturers:

- 1. Cooper Industries.
 - 2. Emerson Industrial.
 - 3. Enco.

- B. Provide the following conduit supports:

- 1. Conduit clamps - general purpose: For surface mounted conduits.
 - 2. Cable Ties: High strength nylon, self locking.

2.4 FORMED STEEL CHANNEL

- A. Manufacturers:

- 1. Unistrut.
 - 2. Powerstrut.
 - 3. Strut Support Systems

- B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.5 SLEEVES

- A. Sleeves for Conduits Through Walls, Footings, and Concrete: Steel pipe or 18 gage thick galvanized steel.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install nameplate parallel to equipment lines. Secure nameplate to equipment front using screws or rivets.

- B. Install conduit and raceway support and spacing in accordance with NEC.

C. Sleeves:

1. Exterior watertight entries: Seal with mechanical sleeve seal.
2. Conduit penetrations not required to be watertight: Sleeve and fill with silicon foam.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 No separate payment will be made for work under this Section. The cost of all work under this Section shall be deemed to be included in the cost of other electrical work associated with this project.

END OF SECTION

SECTION E 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
1. Building Wire and Cable
 2. Wiring Connectors and Connections.

1.2 REFERENCES

- A. International Electrical Testing Association:
1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- B. National Fire Protection Association:
1. NFPA 70 - National Electrical Code.
 2. NFPA 262 - Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.
- C. Underwriter's Laboratories:
1. UL 83 - Thermoplastic-Insulated Wire and Cables.
 2. UL 486A & 486B - Wire Connectors.
 3. UL 486C - Splicing Wire Connectors.
 4. UL 486D - Insulated Wire Connector Systems for Underground Use or in Damp or Wet Locations.
 5. UL 486E - Standard for Safety for Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors.
 6. UL 510 - Standard for Polyvinyl Chloride, Polyethylene and Rubber Insulating Tape.
 7. UL 1569 - Standard for Metal-Clad Cables.
 8. UL 1581 - Reference Standard for Electrical Wires, Cables and Flexible Cords.

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
 2. Stranded conductors for control circuits.
 3. Conductor not smaller than 12 AWG for power and lighting circuits.
 4. Conductor not smaller than 14 AWG for control circuits.
- B. Wiring Methods: Provide the following wiring methods:
1. Exterior Locations: Use only building wire, Type USE-2 or XHHW insulation in raceway.
 2. Underground Locations: Use only building wire, Type USE-2 or XHHW insulation in raceway.

1.4 SUBMITTALS

- A. Product Data:
 - 1. Submit for building wire type
 - 2. Submit for wiring connectors, including insulating materials.
 - 3. Submit for tapes, including arc-proofing tapes.
 - 4. Submit for cable ties.
- B. Test Reports: Indicate procedures and values obtained.
- C. Test Reports: Submit Calibration reports for torque drivers and torque wrenches used for electrical connections. Torque drivers and wrenches shall be lab calibrated prior to use on the project and every three months thereafter.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5 m) when tested in accordance with NFPA 262.
- B. Perform Work in accordance with NFPA 70 – The National Electrical Code as amended by Authorities Having Jurisdiction.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on Drawings.

1.9 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

- A. Manufacturers: Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following unless otherwise noted.
 - 1. Colonial Wire and Cable Co.
 - 2. Diamond Wire and Cable Co.
 - 3. Essex Group Inc.
 - 4. General Cable Co.
 - 5. Southwire Inc.
 - 6. American Insulated Wire, Inc.

2.2 BUILDING WIRE

- A. Product Description: Single conductor insulated wire.
- B. Conductor: Copper. Solid for No. 10 AWG and smaller; stranded (Class B) for No. 8 AWG and larger.
- C. Insulation Ratings: 600 volts; 90 degrees C.
- D. Insulation Types:
 - 1. Type THHN/THWN or XHHW insulation for feeders and branch circuits No. 6 AWG and larger.
 - 2. Type THHN/THWN for feeders and branch circuits No. 8 AWG and smaller.
 - 3. Type RHW-2/USE-2 for feeders and branch circuits No. 2 AWG and larger, installed under floor slabs, underground or in wet or damp locations.
- E. For conductor sizes No. 6 AWG and smaller, conductor insulation shall be color coded as indicated in the table under Item 3.7.

2.3 WIRING CONNECTORS

- A. General
 - 1. Temperature rating of all connections and insulation materials shall not be less than that of the conductors and in no case shall be less than 75 degrees C.
 - 2. Connectors with a copper rating shall be copper with tin-plating.
 - 3. Pre-molded insulators shall be by the same manufacturer as the connector.
- B. Hydraulic Compression Splices – Standard or long barrel butt splices:
 - 1. FCI Burndy: YS-L or YS series.
 - 2. Thomas & Betts: 54800 or 54500 series.
 - 3. IlSCO: CT or CTL series.
- C. Hydraulic Compression Terminations – one-hole and two-hole, long barrel lugs:
 - 1. FCI Burndy: YA, YAZ or YA-2N series.
 - 2. Thomas & Betts: 54100, 54900 or 54800 series.
 - 3. IlSCO: CRA, CRL or CRL2 series.
- D. Hydraulic Compression Taps ‘H’ shaped copper crimp tap:
 - 1. FCI Burndy: YH or YSH series.
 - 2. Thomas & Betts: CHT series.
 - 3. IlSCO: AH series
- E. Lugs, Bolt Type:
 - 1. FCI Burndy, Type KA-U.
 - 2. ILSCO Type TA.
 - 3. Thomas & Betts, Type ADR
- F. Heat Shrink Tubing:
 - 1. FCI Burndy, Type HS-H-PF.
 - 2. ILSCO Type Heavy Wall.
 - 3. Tyco Electronics/Raychem Type WCSM.
 - 4. Thomas & Betts Type HSRF.
- G. Spring Wire Connectors:
 - 1. Buchanan.
 - 2. Ideal.
 - 3. King Industries.
 - 4. NSI Industries.

5. Thomas & Betts.
6. 3M.

- H. Crimp Type Connectors (power and control wiring, No 10 AWG and smaller):
1. FCI Burndy.
 2. Buchanan.
 3. ILSCO.
 4. Thomas & Betts.

2.4 CONDUCTOR PULLING LUBRICANTS

- A. Description: Water soluble, polymer-based, non-toxic and non-sensitizing wire lubricant with volatile solids less than 6%. The lubricant shall have no flash point in gel state and shall leave a non-flammable residue when dry. Lubricant shall be approved by the conductor manufacturer as being suitable for use with their insulation.
- B. Appearance: Thick gel material, suitable for application with electrically operated pumping equipment.
- C. Useful temperature range: 20 - 100 degrees F.
- D. Lubricant shall be equal to the following:
1. American Polywater Corporation; Polywater Clear, Polywater J.
 2. Ideal Industries; Clear Glide or AquaGel II.
 3. 3M; WL

2.5 TAPE

- A. Insulation tape shall have a minimum of 350 volts per mil dielectric strength. Vinyl tape shall be equal to 3M Scotch No. 33. Tape for conductor phase identification shall be equal to 3M Scotch No. 35.
- B. Rubber tape shall be self-fusing, non-corrosive, with minimum 350 volts per mil dielectric strength, and meeting the requirements of Federal Specification HH-I-553. Self-fusing rubber tape shall be equal to 3M No. 2155.

2.6 ARC/FIREPROOFING TAPE

- A. Manufacturers: Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following unless otherwise noted.
1. 3M
 2. Plymouth Rubber Company/Bishop
 3. DSG-Canusa
- B. The tape shall consist of a flexible, unsupported intumescent elastomer. The tape shall be .030 inches thick and shall be capable of 100% elongation. The tape shall be self-extinguishing and shall not support combustion. The tape shall be non-corrosive to metallic cable sheaths and compatible with synthetic cable jackets. The tape shall be secured by a band consisting of two layers of glass cloth electrical tape.
- C. Arc-proofing tape shall be 3M No. 77 with 3M Scotch No. 69 glass cloth tape or Bishop No. 53 with Plymouth/Bishop No. 77 Plyglas glass cloth tape.
- D. All fireproofing tapes shall be products of one manufacturer.

2.7 CABLE SUPPORTS

- A. Cable Supports for Vertical Conduit shall be as specified in ITEM E 260533 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS.

2.8 CABLE TIES

- A. Cable ties shall be self-locking type with a minimum width of .180 inches.
- B. All cable ties shall be suitable for use in air handling plenums or equipment and shall be manufactured using Halar or an equal low smoke density material and shall meet UL 94V-O flammability requirement.
- C. Cable ties shall be as manufactured by the following:
 - 1. FCI Burndy.
 - 2. Panduit.
 - 3. Thomas & Betts.
 - 4. Approved Equal

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify mechanical work likely to damage wire and cable has been completed.
- B. Verify raceway installation is complete and supported.

3.2 PREPARATION

- A. Conduits and raceways shall be installed and completed prior to the installation of conductors.
- B. Prior to installing cables in conduits, visually inspect conduits for damage. Thoroughly swab conduits and raceways before installing conductors. Verify that bushings are in place and properly secured to prevent damage to conductors.

3.3 GENERAL WIRING REQUIREMENTS

- A. Wiring shall be provided complete from point of service connection to all receptacles, lighting fixtures, power outlets, outlets for future extensions and other devices as shown. Slack wire shall be provided for all future connections. Unless otherwise specified, branch circuit conductors shall be No. 12 AWG or larger. In outlet boxes for future installations, ends of wires shall be taped and blank covers installed. Type of blank covers in finished areas are to be coordinated with Architect.
- B. Cables shall not be bent either permanently or temporarily during installation to radii less than that recommended by the manufacturer.
- C. Conductors not larger than No. 10 AWG located in branch circuit panelboards, signal cabinets and switchboard shall be bundled. Conductors larger than No. 10 AWG located in switchboard, distribution panels and pullboxes shall be bundled in individual circuits. Bundling and cabling shall be done with cable ties.

- D. Use No. 10 AWG conductors for 20 amperes, 120 volt branch circuits longer than 75 feet (25 m). Use No. 8 AWG conductors for 20 amperes, 120 volt branch circuits longer than 200 feet (67 m).
- E. Where homerun circuit numbers are shown, such numbers shall be followed in connecting circuits to panelboards. Each branch circuit homerun containing two or more circuits with a common neutral shall be connected to the circuit breakers or switches in a three or four-wire branch circuit panelboard so that no two of the circuits will be fed from the same phase.
- F. Where conductors of different feeders are bundled by circuit in switchboards, distribution panels, pull boxes and cable support boxes, the conductor bundles shall be provided with arc-proofing as specified below.

3.4 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment and panelboards.
- C. Identify wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated. Wire shall be color coded as indicated in Item 3.7 below.
- D. Special Techniques--Building Wire in Raceway:
 - 1. Installation equipment shall be provided to prevent cutting and abrasion of conduits or conductors. Ropes used for pulling of feeders shall be made of polyethylene or other non-metallic material.
 - 2. Pulling lines shall be attached to conductor cables by means of either woven basket grips or pulling eyes attached directly to the conductors. Rope hitches shall not be used.
 - 3. Pull all conductors into raceway at the same time.
 - 4. Install building wire 4 AWG and larger with pulling equipment.
 - 5. Apply conductor pulling lubricant to conductors No. 4 AWG and larger as the conductors enter the raceway. For conductors No. 1/0 AWG and larger, the lubricant shall be applied as recommended by the cable manufacturer, as the conductors enter the conduit.
 - 6. Upon completion of conductor pulling, clean wire pulling lubricant from exposed portions of cables. If cables will not be immediately terminated, cut exposed copper conductor to insulation and seal conductor ends.
- E. Special Techniques - Wiring Connections:
 - 1. Perform all connection work in strict accordance with recommendations of manufacturers of the wire and connecting device, unless otherwise noted.
 - 2. Make splices, taps and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 - 3. Clean conductor surfaces before installing lugs and connectors.
 - 4. Apply anti-oxidation inhibitor compound containing copper to all stranded copper wire connections.
 - 5. Install hydraulic compression connectors for terminations, splices and taps for conductor sizes No. 6 AWG and larger.
 - 6. Utilize hydraulic tools for compression connectors in accordance with manufacturers' recommendations. Tools shall be non-removable until completion of the connection and shall leave an embossed mark to verify that proper die has been used.

7. Tools shall provide a hexagonal or circumferential crimp to the connectors. Indentation type tools are not acceptable.
8. Splices, taps and termination lugs shall be insulated with heavy wall heat shrink tubing. Tubing shall overlap the conductor insulation by a minimum of 2 inches. The tubing shall be applied using electric heat guns. Open flames or torches shall not be used.
9. Tighten all busbar and stud connections with Belleville washers, or manufacturer standard washers, utilizing torque wrench or torque indicating washer designed for the purpose by the connector manufacturer.
10. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, No. 6 AWG and larger.
11. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, No. 8 AWG and smaller.

F. Connector Application

1. Connector applications listed shall be utilized when equipment is not provided with factory installed lugs.
2. Wire to busbar for wire sizes No. 1/0 AWG and smaller; one-hole hydraulic compression lug.
3. Wire to busbar for wire sizes No. 2/0 AWG and larger; two-hole hydraulic compression lug.
4. Wire to Stud, switch or circuit breaker; one-hole mechanical lug.
5. Stranded wire, No. 8 AWG or larger splice, tap or pigtail connection; hydraulic compression connector with heavy-wall heat shrink tubing or pre-molded thermoplastic insulator by connector manufacturer with two half-lapped layers of vinyl tape.

G. Install solid conductor for feeders and branch circuits No. 10 AWG and smaller.

H. Where branch circuit conductors are terminated on terminal strips within equipment or control panel enclosures, stranded conductors may be used for branch circuits 10 AWG and smaller. When stranded conductors are used in lieu of solid conductors, install crimp-on terminals for conductor terminations. Do not place bare stranded conductors directly under terminal screws.

3.5 WIRE COLOR

- A. The covering of wires and cables shall have a distinctive color code for identification of individual conductors.
- B. Secondary service, feeder and branch circuit conductors throughout the electrical system shall be color coded as follows:

<u>Phase</u>	<u>208/120 Volts</u>	<u>480/277 Volts</u>
A	Black	Brown
B	Red	Orange
C	Blue	Yellow
Neutral	White	Gray or white with tracer
Ground	Green	Green
Isolated Ground	Green with tracer	
Neutral of Ground fault circuit	White with tracer	

- C. For conductor size No. 6 AWG and smaller, conductor insulation shall be color coded as indicated in the table above.
- D. For conductor sizes No. 4 and larger, conductors shall be identified colored tape or heat shrink tubing at terminals, splices and boxes. Tape shall be applied half-lapped, with a minimum length of 6 inches.
- E. Neutral Conductors: When two or more neutrals are located in one conduit, individually identify each neutral to match the related phase conductor.

3.6 ARC/FIREPROOFING

- A. Where more than one set of cables, that are protected by more than one over-current protective device, are installed in a common equipment enclosure or box and any wire is larger than No. 4 AWG, then all sets of conductors shall be covered with arcproof and fireproof tape. Where necessary to facilitate taping, boxes shall be oversized.
- B. Tape shall be applied in a single layer, one half lapped, or as recommended by the manufacturer to conform to the above requirements. The tape shall be applied with the coated side next to the cable and shall be held in place with a random wrap of one-half inch wide, pressure-sensitive fiberglass backed color plastic film tape. This tape shall not support combustion per ASTM.

3.7 FIELD QUALITY CONTROL

- A. In addition to any testing specified elsewhere in these Specifications, the Contractor shall perform basic testing of his work.
- B. Contractor shall verify the continuity of all branch circuit wiring.
- C. Contractor shall verify that branch circuits are properly terminated.
- D. Measure the tightness of all conductor terminations using calibrated torque drivers or torque wrenches.
- E. Verify the insulation integrity of all feeders using a 1,000 volt insulation resistance tester. Digital multi-meters shall not be used to verify insulation integrity
- F. Inspect and test in accordance with NETA ATS, except Section 4 – Division of Responsibility.
- G. Perform inspections and tests listed in NETA ATS, Section 7.3.2. – Cables, Low-Voltage, 600 Volt Maximum.
- H. The Contractor shall provide a written report of the testing and shall include the following information:
 - 1. Name of the test technician and the technician's company.
 - 2. Contact information for the testing company.
 - 3. Date of tests, including start and stop time.
 - 4. Temperature and humidity (measured) conditions and general observation of the testing environment.
 - 5. Instruments used, including serial numbers, calibration data and documentation of calibration.
 - 6. Identification of circuit or equipment tested. Identification shall correspond to the project drawings.
 - 7. Test performed and test results.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of Conductors and Cables to be paid for under ITEMS E 260519 BA, E 260519 B, E 260519 C, E 260519 D and E 260519 G shall be the actual number of linear feet of each size conductors and cables actually installed to complete the work, to the satisfaction of the Engineer. When multiple lengths of conductors are used as a cable, each length of conductor shall be measured separately.

4.2 PRICES TO COVER

- A. The unit price bid per linear foot of each size conductor or cable shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing conductor and cable, and all associated connectors and splices, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 260519 BA	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 1/0 AWG WIRE)	L.F.
E 260519 B	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 2 AWG WIRE)	L.F.
E 260519 C	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 4 AWG WIRE)	L.F.
E 260519 D	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	L.F.
E 260519 G	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 10 AWG WIRE)	L.F.

END OF SECTION

SECTION E 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Rod electrodes.
 - 2. Active electrodes.
 - 3. Wire.
 - 4. Mechanical connectors.
 - 5. Exothermic connections.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 - 2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SYSTEM DESCRIPTION

- A. Grounding systems use the following elements as grounding electrodes:
 - 1. Concrete-encased electrode.
 - 2. Rod electrode.
 - 3. Plate electrode.

1.4 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms maximum.

1.5 SUBMITTALS

- A. Product Data: Submit data on grounding electrodes and connections.
- B. Test Reports: Indicate overall resistance to ground.
- C. Manufacturer's Installation Instructions: Submit for active electrodes.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE

- A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.
- B. Perform Work in accordance with New York City Department of Transportation standard.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years' experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.9 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- C. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.11 COORDINATION

- A. Complete grounding and bonding of building reinforcing steel prior concrete placement.

PART 2 PRODUCTS

2.1 ROD ELECTRODES

- A. Manufacturers: Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following:
 - 1. Eritech/Erico International, Inc.
 - 2. Galvan Electrical.
 - 3. Harger Lightning & Grounding.
- B. Product Description:
 - 1. Material: Stainless steel 304
 - 2. Diameter: 3/4 inch (19 mm).
 - 3. Length: 10 feet (3.0 m).
- C. Connector: Exothermic weld

2.2 PLATE ELECTRODES

- A. Manufacturers: Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following:
 - 1. Eritech/Erico International, Inc.
 - 2. Galvan Electrical.
 - 3. Harger Lightning & Grounding.
- B. Product Description:
 - 1. Material: Stainless steel 304
 - 2. Thickness: 1/4"
 - 3. Size: 2 feet (0.6 m) x 2 feet (0.6 m)
 - 4. Connector: Exothermic welded connection.

2.3 WIRE

- A. Material: Stranded copper.
- B. Grounding Electrode Conductor: Copper conductor, without insulation.
- C. Bonding Conductor: Copper conductor, insulated.

2.4 EXOTHERMIC CONNECTIONS

- A. Manufacturers: Subject to the requirements of the specifications, manufacturers offering products that may be suitable for use on this project include, but are not limited to, the following:
 - 1. Eritech/Erico International, Inc.
 - 2. ABB/Blackburn.
 - 3. Hubbell/Burndyweld.
- B. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

- A. Remove paint, rust, mill oils, and surface contaminants at connection points.

3.3 INSTALLATION

- A. Install rod electrodes at locations as indicated on Drawings.
- B. Install grounding and bonding conductors in RGS conduit where exposed.
- C. Install 2 AWG bare copper wire in all foundation and retaining wall footings

- D. Bond together each metallic raceway, pipe, duct and other metal object entering hand holes, pull boxes and enclosures. Install 2 AWG bare copper bonding conductor.
- E. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- F. Install continuous grounding using driven rods and buried electrodes.
- G. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
- H. Accomplish grounding of electrical system by using insulated grounding conductor installed with feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with NEC. Install from grounding bus of serving panel to ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service equipment. Ground conduits by means of grounding bushings on terminations at panelboards with installed number 12 conductor to grounding bus.
- I. Grounding electrical system using continuous metal raceway system enclosing circuit conductors in accordance with NEC.
- J. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground resistance testing in accordance with IEEE 142.
- D. Perform leakage current tests in accordance with NFPA 99.
- E. Perform continuity testing in accordance with IEEE 142.
- F. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of Grounding and Bonding for Electrical Systems to be paid for under ITEM E 260526 shall be the actual number of linear feet of grounding conductors installed to complete the work, to the satisfaction of the Engineer.

4.2 PRICE TO COVER

- A. The unit price bid per linear foot of conductor shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing grounding conductors, and all associated connectors,

electrodes, ground rods, bonding straps, and jumpers, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	L.F.

END OF SECTION

SECTION E 260533
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes conduit and tubing, surface raceways, wireways, outlet boxes, pull and junction boxes, and handholes.
- B. Related Sections:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 53 - Identification for Electrical Systems.
 - 3. Section 26 27 16 - Electrical Cabinets and Enclosures
 - 4. Section 26 27 26 - Wiring Devices.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 - 3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. National Fire Protection Association:
 - 1. NFPA 70 - The National Electrical Code.
- D. Underwriters Laboratories, Inc.:
 - 1.
 - 2. UL 5 - Standard for Surface Metal Raceways and Fittings.
 - 3. UL 6 - Standard for Electrical Rigid Metal Conduit.
 - 4. UL 360 - Standard for Liquid-Tight Flexible Steel Conduit.
 - 5. UL 467 - Standard for Grounding and Bonding Equipment.
 - 6. UL 514B - Standard for Fittings for Cable and Conduit.
 - 7.
 - 8. UL 797 - Standard for Electrical Metallic Tubing - Steel.

1.3 SYSTEM DESCRIPTION

- A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to complete wiring system.
- B. Underground: Provide rigid steel conduit. Provide cast metal boxes or precast concrete handhole.
- C. Outdoor Locations, Above Grade: Provide rigid steel. Provide cast metal outlet, pull, and junction boxes.

1.4 DESIGN REQUIREMENTS

- A. Minimum Raceway Size: 3/4 inch unless otherwise specified.

1.5 SUBMITTALS

- A. Product Data: Submit for the following:
 - 1. Conduit bodies and fittings.
 - 2. Wireway.
 - 3. Handholes.

Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents:
 - 1. Record actual routing of conduits.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- B. Protect PVC conduit from sunlight.

1.8 COORDINATION

- A. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 - PRODUCTS

2.1 METAL CONDUIT

- A. Subject to compliance with the requirements of the Specification, manufacturers offering products that may be incorporated into the project include, but are not limited to, the following:
- B. Metallic Conduit
 - 1. Allied Tube and Conduit Corporation.
 - 2. Triangle Wire and Cable Co.
 - 3. Republic Conduit.
 - 4. Wheatland Conduit.
 - 5. Or Approved Equal.
- C. Metallic Conduit Fittings:
 - 1. Bridgeport Fittings.
 - 2. Cooper/Crouse Hinds.
 - 3. Thomas & Betts Corporation.
 - 4. O-Z/Gedney.
 - 5. Appleton Electrical Products.
 - 6. Or Approved Equal.

- D. Rigid Steel Conduit: ANSI C80.1.
- E. Intermediate Metal Conduit (IMC): Rigid steel.
- F. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit. Die cast zinc fittings shall not be used.

2.2 OUTLET BOXES

- A. Subject to compliance with the requirements of the Specification, manufacturers offering products that may be incorporated into the project include, but are not limited to, the following:
 - 1. Hubbell/Raco.
 - 2. Thomas & Betts/Steel City.
 - 3. Eaton/Crouse-Hinds
 - 4. Or Approved Equal.
- B. Cast Boxes: NEMA FB 1, Type FD, cast fer alloy with threaded hubs. Furnish gasketed cover by box manufacturer.
- C. Wall Plates for Unfinished Areas: Furnish stainless steel cover. Provide gasket in wet and damp areas.

2.3 PULL AND JUNCTION BOXES

- A. Subject to compliance with the requirements of the Specification, manufacturers offering products that may be incorporated into the project include, but are not limited to, the following:
 - 1. Hammond Manufacturing.
 - 2. Hoffman
 - 3. Eaton/Crouse-Hinds
 - 4. Or Approved Equal.
- B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4X; flat-flanged, surface mounted junction box:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting:
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: "ELECTRIC" or "Communications" as required.
- E. Concrete composite Handholes: Die-molded, glass-fiber concrete composite hand holes:
 - 1. Cable Entrance: Pre-cut 6 inch x 6 inch (150 mm x 150 mm) cable entrance at center bottom of each side.
 - 2. Cover: Cast iron cover with H20 rating.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 INSTALLATION

- A. Ground and bond raceway and boxes in accordance with Section 26 05 26..
- B. Identify raceway and boxes in accordance with Section 26 05 53.
- C. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.3 INSTALLATION - BOXES

- A. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.
- B. Support boxes independently of conduit.
- C. Install gang box where more than one device is mounted together. Do not use sectional box.

3.4 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of Metal Conduit and Tubing to be paid for under ITEMS E 260533 AA, E 260533 AB, E 260533 AC and E 260533 AD shall be the actual number of linear feet of Metal Conduit and Tubing, installed to complete the work, to the satisfaction of the Engineer.
- B. The quantity of Metal Wireways to be paid for under ITEM E 260533 B shall be the actual number of linear feet of Metal Wireways, installed to complete the work, to the satisfaction of the Engineer.
- C. The quantity of Boxes to be paid for under ITEM E 260533 C shall be the actual number of Boxes installed to complete the work, to the satisfaction of the Engineer.
- D. The quantity of Handholes and Boxes for Exterior Underground Wiring to be paid for under ITEM E 260533 D shall be the actual number of Handholes or Boxes for Exterior Underground Wiring, installed to complete the work, to the satisfaction of the Engineer.

4.2 PRICES TO COVER

- A. The unit price bid per linear foot of Metal Conduit and Tubing, under ITEMS E 260533 A0.75, E 260533 A1.0, E 260533 AC and E 260533 AD, shall cover the cost of

furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing Metal Conduit and Tubing, and all associated connectors and splices, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

- B. The unit price bid per linear foot of Metal Wireways, under ITEM E 260533 B, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing Metal Wireways, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- C. The unit price bid per each Handholes and Boxes for Exterior Underground Wiring, under ITEM E 260533 D, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the Handholes and Boxes for Exterior Underground Wiring, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 260533 A0.75	METAL CONDUIT AND TUBING (3/4" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 A1.0	METAL CONDUIT AND TUBING (1" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 AC	METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 AD	METAL CONDUIT AND TUBING (4" GALVANIZED RIGID STEEL CONDUIT)	L.F.
E 260533 B	METAL WIREWAYS	L.F.
E 260533 D	HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	EACH

END OF SECTION

SECTION E 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS
(NOT A BID ITEM)

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Labels.
 - 3. Wire markers.
 - 4. Conduit markers.
 - 5. Underground Warning Tape.

1.2 SUBMITTALS

- A. Product Data:
 - 1. Submit manufacturer's catalog literature for each product required.
 - 2. Submit electrical identification schedule including list of wording, symbols, letter size, color coding, tag number, location, and function.
- B. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.

1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with New York City Department of Transportation standards.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years' experience.
- B. Installer: Company specializing in performing Work of this section minimum three years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept identification products on site in original containers. Inspect for damage.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Install labels only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 PRODUCTS

2.1 NAMEPLATES

- A. Furnish materials in accordance with New York City Department of Transportation standards.

2.2 LABELS

- A. Furnish materials in accordance with New York City Department of Transportation standards.

2.3 WIRE MARKERS

- A. Furnish materials in accordance with New York City Department of Transportation standards.

2.4 UNDERGROUND WARNING TAPE

- A. Manufacturers:
 - 1. Brady
 - 2. Kolby
 - 3. Seton
- B. Description: 4 inch wide detectable type, colored yellow with suitable warning legend describing buried electrical lines.

PART 3 EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

- A. Install identifying devices after completion of painting.
- B. Nameplate Installation:
 - 1. Install nameplate parallel to equipment lines.
 - 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
 - 3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
 - 4. Secure nameplate to equipment front using adhesive.
 - 5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
 - 6. Install nameplates for the following:
 - a. Switchboards.
 - b. Panelboards.
- C. Wire Marker Installation:

1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
- D. Underground Warning Tape Installation:
1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches (150 to 200 mm) below finished grade, directly above buried conduit, raceway, or cable.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 No separate payment will be made for work under this Section. The cost of all work under this ITEM shall be deemed to be included in the cost of other electrical work associated with this project.

END OF SECTION

SECTION E 262416
PANELBOARDS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Distribution and branch circuit panelboards.
 - 2. Electronic grade branch circuit panelboards.
 - 3. Load centers.

- B. Related Requirements:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 53 - Identification for Electrical Systems.

1.2 REFERENCE STANDARDS

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.

- B. National Electrical Manufacturers Association:
 - 1. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - 2. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 - 3. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 - 4. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
 - 5. NEMA PB 1 - Panelboards.
 - 6. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.

- C. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

- D. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.

- E. Underwriters Laboratories Inc.:
 - 1. UL 50 - Cabinets and Boxes
 - 2. UL 67 - Safety for Panelboards.
 - 3. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures.
 - 4. UL 1283 - Electromagnetic Interference Filters.
 - 5. UL 1449 - Transient Voltage Surge Suppressors.
 - 6. UL 1699 - Arc-Fault Circuit Interrupters.

1.3 SUBMITTALS

- A. Product Data: Submit catalog data showing specified features of standard products.

- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.
- C. Source Quality control submittals: Indicate results of factory tests and inspections.
- D. Field Quality Control Submittals: Indicate results of Contractor furnished tests and inspections.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.
- B. Operation and Maintenance Data: Submit spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Materials:
 - 1. Furnish two of each panelboard key. Panelboards keyed alike to Resident Engineer's current keying system.

1.6 QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 DISTRIBUTION PANELBOARDS

- A. Manufacturers:
 - 1. Square D/Schneider Electric
 - 2. Eaton
 - 3. Siemens
- B. Description: NEMA PB 1, circuit breaker type panelboard.
- C. Operation:
 - 1. Service Conditions:
 - a. Temperature: 104 degrees F (40 degrees C).
 - b. Altitude: 6000 feet (1830 m) above sea level.
 - 2. Minimum integrated short circuit rating: 100,000 amperes rms symmetrical for 208 volt panelboards].
- D. Materials
 - 1. Panelboard Bus: Copper current carrying components, ratings as indicated on Drawings. Furnish copper ground bus in each panelboard.
 - 2. Molded Case Circuit Breakers: UL 489, circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Furnish circuit breakers UL listed as Type HACR for air conditioning equipment branch circuits.
 - 3. Enclosure: NEMA PB 1, Type 3R, 9 1/2 inches deep, 32 inches wide, cabinet box.
 - 4. Cabinet Front: Surface type, fastened with concealed trim clamps.

E. Finishes

1. Manufacturer's standard gray enamel.

2.2 BRANCH CIRCUIT PANELBOARDS

A. Manufacturers:

1. Square D/Schneider Electric
2. Eaton
3. Siemens

B. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.

C. Materials:

1. Panelboard Bus: Copper current carrying components, ratings as indicated on Drawings. Furnish copper ground bus in each panelboard.
2. Minimum Integrated Short Circuit Rating: 65,000 amperes rms symmetrical for 240 volt panelboards.
3. Molded Case Circuit Breakers: UL 489, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles, listed as Type SWD for lighting circuits, Type HACR for air conditioning equipment circuits, Class A ground fault interrupter circuit breakers as indicated on Drawings. Provide UL class 760 arc-fault interrupter circuit breakers as indicated on Drawings. Do not use tandem circuit breakers.
4. Enclosure: NEMA PB 1, Type 3R.
5. Cabinet Box: 6 inches (153 mm) deep, 20 inches (508 mm) wide.

D. Cabinet Front: Surface cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock keyed alike. Finishes:

1. Finish in manufacturer's standard gray enamel.

2.3 TRANSIENT VOLTAGE SUPPRESSION DEVICES

A. Manufacturers:

1. Square D/Schneider Electric
2. Eaton
3. Siemens

B. Product Description: IEEE C62.41, factory-mounted transient voltage surge suppressor, selected to meet requirements for medium exposure and to coordinate with system circuit voltage.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1.
- B. Install panelboards plumb.
- C. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no less than 4 inches (100 mm) above finished grade.
- D. Install filler plates for unused spaces in panelboards.

- E. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads. Identify each circuit as to its clear, evident and specific purpose of use.
- F. Install engraved plastic nameplates in accordance with ITEM E 260553.
- G. Ground and bond panelboard enclosure according to ITEM E 260526. Connect equipment ground bars of panels in accordance with NFPA 70.

3.2 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.
- C. Perform switch inspections and tests listed in NETA ATS, Section 7.5.
- D. Perform controller inspections and tests listed in NETA ATS, Section 7.16.1.

3.3 ADJUSTING

- A. Measure steady state load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of Panelboards of each type to be paid for under ITEMS E 262416 C and E 262416 D shall be the actual number of panelboards of each type installed to complete the work, to the satisfaction of the Engineer.

4.2 PRICES TO COVER

- A. The unit price bid per panelboard of each type shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the panelboard, and providing and installing the associated protective devices, circuit breakers, adjusting and load balancing, and testing and inspecting, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 262416 C	PANELBOARDS, 800 A 42" MOUNTING SPACE WITH (1) 800A, 3P MCB AND (1) 225A, 3P CB	EACH
E 262416 D	PANELBOARDS, 225 A 42 POLE WITH (3) 20A, 1P CB, (4) 40A, 2P CB	EACH

END OF SECTION

SECTION E 262716
ELECTRICAL EQUIPMENT ENCLOSURE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hinged cover enclosures.
 - 2. Cabinets.
 - 3. Terminal blocks.
 - 4. Accessories.
- B. Related Requirements:
 - 1. Section E 260526 - Grounding and Bonding for Electrical Systems.
 - 2. Section E 260533 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCE STANDARDS

- A. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 2. NEMA ICS 4 - Industrial Control and Systems: Terminal Blocks.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's standard data for enclosures, cabinets, and terminal blocks.
- B. Manufacturer's Instructions: Submit application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Qualification Statements:
 - 1. Submit manufacturer and installer experience qualifications.
 - 2. Submit manufacturer's approval of installer.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Materials:
 - 1. Furnish two of each key.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 CABINETS

- A. Manufacturers:
 - 1. Hoffmann
 - 2. Hammond
 - 3. Hubbell Weigmann

B. Description:

1. Boxes: 316L Stainless steel.
2. Box Size: 72 inches wide x 92 inches high x 24 inches deep.
3. Supports: Provide steel channel supports for mounting of receptacles, lights and panelboards.
4. Fronts: Stainless Steel, two over-lapping door type with no center mullion, heater with circulating fan, exhaust fan with stainless steel grille, temperature control for heater and exhaust fan, stainless steel filtered intake grill, led light with door switch and cylinder lock per NYC DOT Standards.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install enclosures plumb. Anchor securely to concrete pad.
- B. Install cabinet fronts plumb.

3.2 CLEANING

- A. Clean electrical parts to remove conductive and harmful materials.
- B. Remove dirt and debris from enclosure.
- C. Clean finishes and touch up damage.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of Enclosures to be paid for under ITEM E 262716 A shall be the actual number of Enclosures, installed to complete the work, to the satisfaction of the Engineer.

4.2 PRICES TO COVER

- A. The unit price bid per each Enclosure, under ITEM E 262716 A shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing concrete foundations and footings and Electrical Enclosure Bollards, and furnishing and installing Enclosure, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 262716 A	ENCLOSURE	EACH

END OF SECTION

SECTION E 262726 - WIRING DEVICES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes wall switches; wall dimmers; receptacles; multi-outlet assembly; and device plates and decorative box covers.
- B. Related Sections:
 - 1. Section 26 05 33 - Raceway and Boxes for Electrical Systems: Outlet boxes for wiring devices.

1.2 REFERENCES

- A. National Electrical Manufacturers Association:
 - 1. NEMA WD 1 - General Requirements for Wiring Devices.
 - 2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's catalog information showing dimensions, colors, and configurations.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

PART 2 PRODUCTS

2.1 RECEPTACLES

- A. Manufacturers; GFCI Receptacle:
 - 1. Eaton
 - 2. Leviton
 - 3. Pass & Seymour/Legrand
- B. Color: Gray.

2.2 WALL PLATES

- A. Manufacturers:
 - 1. Eaton
 - 2. Leviton
 - 3. Pass & Seymour/Legrand
- B. Weatherproof Cover Plate: Gasketed cast metal plate with hinged and gasketed device cover.

2.3 RPZ VAULT UTILITY LIGHT FIXTURE

- A. Utility Light Fixture - Manufacturers :
 - 1. Crouse-Hinds

2. Lithonia
 3. LSI
 4. Or approved equal
- B. Utility Light Fixture: Crouse-Hinds model PLL4N/UNV1S903TFP wet location LED light fixture, or approved equal by manufacturers listed above.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify outlet boxes are installed at proper height.
- B. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

- A. Clean debris from outlet boxes.

3.3 INSTALLATION

- A. Install devices plumb and level.
- B. Install receptacles with grounding pole on top.
- C. Connect wiring device grounding terminal to outlet box with bonding jumper and branch circuit equipment grounding conductor.
- D. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.4 INTERFACE WITH OTHER PRODUCTS

- A. Install GFCI receptacle 48 inches above finished grade.

3.5 FIELD QUALITY CONTROL

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

- A. Clean exposed surfaces to remove splatters and restore finish.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. The quantity of GFCI Receptacles to be paid for under ITEM E 262726 A shall be the actual number of GFCI receptacles, installed to complete the work, to the satisfaction of the Engineer.
- B. The quantity of Utility Light Fixtures to be paid for under ITEM E 262726 E shall be the actual number of Utility Light Fixtures, installed to complete the work, to the satisfaction of the Engineer.

4.2 PRICES TO COVER

- A. The unit price bid per GFCI Receptacle, under ITEM E 262726 A, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the GFCI receptacle, associated hardware, back boxes, cover plates, cover boxes, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.
- B. The unit price bid per Utility Light Fixture, under ITEM E 262726 E, shall cover the cost of furnishing all labor, materials, equipment, insurance, and incidentals to complete the work including, but not limited to, furnishing and placing the Utility Light Fixture, associated hardware, back boxes, lamps, testing, and coordination, all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
E 262726 A	GFCI RECEPTACLE (DUPLEX)	EACH
E 262726 E	UTILITY LIGHT FIXTURE	EACH

END OF SECTION

**SECTION GI-2.07
OPEN GRADED STONE BASE**

GI-2.07.1. INTENT

This section describes the open graded stone base.

GI-2.07.2. KIND

All materials for this work shall comply with the latest New York State Department of Transportation Standard Specifications Coarse Aggregate Section 703.02. The material shall be #5 crushed stone (or larger) that is washed and sorted between 3" and 4".

GI-2.07.3. DESCRIPTION

The thicknesses and locations of the "open-graded stone base" shall be as shown in the drawings or as determined by field conditions and ordered by the Engineer.

GI-2.07.4. CONSTRUCTION METHODS

(A) Prior to the placement of any base material, the Contractor shall submit a representative sample to the Engineer and obtain approval, in writing.

(B) The material shall be spread in equal thickness layers.

(C) Prior to backfilling with the Open Graded Stone Base, the subgrade of the bioswale footprint shall be scarified to ensure no compaction. Stone base shall be placed by gravity with no additional compaction.

(D) The Contractor shall assume full responsibility for any contamination and/or degradation of any part of this base during construction and shall, at his own expense, remove any and all portions of this base which do not conform to the requirements of these specifications and replace these portions with specified material.

GI-2.07.5. MEASUREMENT

The quantity of OPEN GRADED STONE BASE to be measured for payment shall be the number of cubic yards of open graded stone incorporated in the finished work, measured in vehicles used for delivery at the project site(s), to the satisfaction of the Engineer.

GI-2.07.6. PRICE TO COVER

The contract price bid per cubic yard of OPEN GRADED STONE BASE shall cover the cost of all labor, materials, equipment, insurance, and necessary incidentals required and completing the work, including, but not limited to, furnishing and laying open graded stone, and furnishing and applying water; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment for furnishing and installing **GEOTEXTILE FABRIC** will be made under Item No. GI-2.09.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.07	OPEN GRADED STONE BASE	C.Y.

**SECTION GI-2.09
GEOTEXTILE FABRIC**

GI-2.09.1. INTENT

This section describes geotextile fabric. The Contractor shall furnish and install non-woven geotextile - drainage in accordance with the Standards for Green Infrastructure, as directed by the Engineer.

GI-2.09.2. KIND

(A) Geotextile fabric shall comply with the requirements of NYCDOT Standard Highway Specifications, General Conditions, Subsection 1.06.31, as currently amended.

GI-2.09.3. SUBMITTALS

(A) All submittals shall be submitted prior to purchase and shall be made in accordance with the requirements of the NYCDOT Standard Highway Specifications, General Conditions, Subsection 1.06.31.

(B) Samples: The Contractor shall furnish two (2) labeled samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

GI-2.09.4. CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Drainage application is defined as a soil to geotextile system that allows for long-term, adequate liquid flow normal to the geotextile with limited soil loss across the plane of the geotextile.

(B) Fibers used in the manufacture of drainage geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. The geotextile shall have no tears or defects which adversely alter its physical properties. Geotextiles used in drainage applications shall conform to the following properties for Non-Woven Geotextile Drainage:

Property	ASTM Test	Requirements
Structure		Non-Woven
Elongation	ASTM D4595	≥ 50%
Grab Strength (Min.)	ASTM D4632	700N (157 LBS)
Tear Strength (Min.)	ASTM D4533	250N (56 LBS)
Puncture Strength (Min.)	ASTM D4833	250N (56 LBS)
Permitivity (Min.)	ASTM D4491	0.21 / sec.
Apparent Opening Size (Max.)	ASTM D4751	0.25 mm (0.0098 inch) Std. No. 60 sieve

GI-2.09.5. BRAND

(A) Geotextiles shall be as manufactured by Advanced Drainage Systems, Inc., Hillard, OH; Carthage Mills, Cincinnati, OH; Mirafi, Inc., Charlotte, NC; or approved equivalent.

GI-2.09.6. CONSTRUCTION METHODS

(A) Each geotextile roll shall be wrapped with a material that will protect the geotextile, including the ends of the roll, from damage due to shipment, water, sunlight, and contaminants. The protective wrapping shall be maintained during periods of shipment and storage. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are

strong acids or strong bases, and any environmental condition that may damage the physical property values of the geotextile.

(B) Prior to installation of geotextile, the ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. Install geotextile at elevations and alignments as indicated on the drawings or as directed by the Engineer. The drainage geotextile shall be placed loosely with no wrinkles or folds. Care will be taken to place the geotextile in intimate contact with the soil so that no void spaces occur between the geotextile and trench or ground. Where the geotextile is to be installed in a trench, the geotextile shall be overlapped at the top of the trench, twelve (12) inches or the full width of the trench, whichever is less. If the geotextile is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric which will overlap the undamaged fabric at least six (6) inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

GI-2.09.7. MEASUREMENT

The quantity of GEOTEXTILE FABRIC to be measured for payment shall be the number of SQUARE YARDS actually installed at the site, in its final position, to the satisfaction of the Engineer. No quantity will be included for material used for repair of tears or for material used to provide the overlaps.

GI-2.09.8. PRICE TO COVER

The unit price bid per SQUARE YARD for GEOTEXTILE FABRIC shall cover the cost of furnishing all labor, material, equipment, insurance, submittals, soil testing, if necessary, and incidental expenses required to complete the work; all in accordance with the Contract Drawings, the specifications and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.09	GEOTEXTILE FABRIC	S.Y.

**SECTION GI-2.13 A
ENGINEERED SOIL AND SAND**

GI-2.13A.1. INTENT

This section describes Engineered Soil and Sand. The Contractor shall furnish, amend (if required), place and prepare the Engineered Soil for plant material as shown in the Contract Drawings and/or as directed by the Engineer.

GI-2.13A.2. KIND

Engineered Soil and Sand shall conform to the following standards:

1. Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.
2. USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.

GI-2.13A.3. SUBMITTALS

(A) Prior to the procurement of Engineered Soil and Sand, the following information and samples are required for review and approval for each source:

1. Proposed material source and vendor.
2. A sample of the proposed material, taken with a representative of the Department, indicating the method of sampling and location of the sample.
3. The Contractor shall submit to the Engineer the name and location of the borrow (source) or stockpile site(s) and the estimated quantity of material available. The Contractor shall provide a notarized letter from the owner(s) of the proposed borrow site and/or stockpile site(s) indicating ownership of the proposed site(s) and a commitment to supply a specified minimum quantity of material for this project. Additionally, the supplier shall provide a certificate of clean fill and/or source materials for topsoil, signed by a NYS licensed PE/RLA or RA. To avoid delays in planting and seeding, the Contractor shall immediately begin to secure and test Engineered Soil at least one month in advance of the material actually being needed on site. This will allow sufficient time to blend the specified soil mix and make all the necessary adjustments in the mixing process.
4. Results of the organic content analyses conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*
5. Results of the USCS soil texture gradation (gravel, sand, silt and clay) analyses and sand sieve analyses, with full reporting of all information in AASHTO sieve sizes, in accordance with the *AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates* and *ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*
6. Results of the pH tests conducted in accordance with the above referenced standard, *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004.*
7. Results of the soluble salts test conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009 or latest.*

8. Results of the Nutrient analyses test conducted in accordance with the above referenced standard, *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009* or latest.

9. Results of the Inorganic nitrogen and total Kjeldahl nitrogen tests conducted in accordance with the above referenced standard, *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004*.

10. Results of the acid-producing (iron sulfide) test conducted in accordance with the methodologies utilized by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004*.

NOTE: Due to the agricultural nature of some of the Quality Control testing the Contractor is notified that both Rutgers University and Cornell University can perform nearly all agricultural testing required, one exception may be the acid-producing test. Turnaround times for results may vary from standard soils testing. However, all agricultural testing procedures must be performed in accordance with the above referenced standards and the *USDA Soil Survey Laboratory Methods Manual (No. 42, November 2004) AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates* and the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009* or latest. If another lab is proposed, the Contractor can submit written certification from the proposed lab certifying that the lab will utilize the same methodologies for soil testing as outlined in these specifications.

(B) As delivery of Engineered Soil to the site progresses, the following additional testing shall be conducted by the Contractor on the Engineered Soil brought to the site. Frequency of testing is one for every 50 CY delivered. Results of tests shall be submitted to Engineer for review and approval.

1. Organic Content Testing in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009* or latest.

2. pH testing in accordance with *the USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004*.

3. Soluble Salts testing in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest.

4. Results of the Nutrient analyses test conducted in accordance with the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest.

5. Results of the Inorganic nitrogen and total Kjeldahl nitrogen tests conducted in accordance with the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004*.

6. Results of the USCS soil texture gradation (gravel, sand, silt and clay) analyses and sand sieve analyses, with full reporting of all information in AASHTO sieve sizes, in accordance with the *AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates and ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*.

7. Results of the acid-producing (iron sulfide) test conducted in accordance with the methodologies utilized by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0; November 2004*.

(C) The Contractor shall submit to Engineer the materials and procedures for amending soil, if appropriate. Amendment of soil is only permitted to meet the nutrient and organic requirements of the

specifications. Nutrient modifications are only permitted through the use of the approved contract specified organic fertilizer and the organic amendment permitted is leaf compost, no other organic amendment is permitted.

(D) The Contractor shall submit quantity records on a weekly basis to Engineer.

(E) Material failing the frequency testing shall not be incorporated into the work and shall be removed from the site at the Contractor expense.

GI-2.13A.4 CHEMICAL AND PHYSICAL REQUIREMENTS

(A) Engineered Soil is an integral part of the Green Infrastructure System; as such, certification of its material properties is subject to the testing protocols of the Contractor's Quality Control (QA) plan and quality assurance testing by DDC's Quality Assurance and Construction Safety (QACS) Bureau. The QC requirements relative to Engineered Soil are detailed below. **The Contractor shall strictly comply with all requirements of its QA plan.** Sufficient lead time is required to develop an appropriate plan for mixing methodologies and ratios that will provide reliable results to meet the parameters listed below.

(B) Engineered Soil shall be predominately sand (80-85% sand) as classified by the Unified Soil Classification System (USCS). Based on test results, a determination will be made to ensure that the sand fraction analysis results are capable of supporting proposed vegetation. Engineered Soil shall be free of refuse, hard clods, woody vegetation, stiff clay, construction debris (of any kind), boulders, stones larger than 1-1/2 inches, chemicals, or other deleterious material toxic to any vegetation used on this project.

(C) Engineered Soil shall have a minimum organic content of 3.0 percent and a maximum of 6.0 percent. If the source soil requires amendment to meet the Engineered Soil organic content requirement, leaf compost will be the only approved admixture. No soil mixing shall be permitted during or after Engineered Soil placement. Engineered Soil shall be tested for compliance with Contract specifications and submitted for approval prior to delivery to the site.

(D) The organic content of soils shall be determined by a laboratory using the loss on ignition method as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware. Bulletin #493, Revised October 2009* or latest.

(E) The gradation of Engineered Soil shall be determined by a laboratory using the methods of the *ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*. The gradation of the Engineered Soil as determined by USCS classifications shall be within the following ranges:

Ranges:	0-08% gravel	
	80-85% sand of which:	0-05% coarse sand
		55-75% medium sand
		20-40% fine sand
		5-10% silt
		3-8% clay

Classification/sieve size:	<u>75mm to 4.75 mm gravel</u>
	<u>4.75 mm to 0.075 mm sand</u>
	<u>0.075 mm to 0.002 mm silt</u>
	<u>0.002 mm to 0.001 mm clay</u>

In addition to the above gradation the Contractor shall provide the percentage of particle sizes corresponding to U.S.D.A. classifications:

Coarse gravel	(75 mm to 19 mm)
Fine gravel	(19 mm to 4.75 mm)
Coarse sand	(4.75 mm to 2.00 mm)
Medium sand	(2.00 mm to 0.425 mm)
Fine sand	(0.425 mm to 0.075 mm)

(F) The pH value of Engineered Soil shall be 5-7.0 as determined by an approved laboratory using soil pH (Water (1:1. V:V)) procedures as described in the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004*. Amendment of soil to lower pH to meet Contract requirements is not permitted.

(G) The soluble salt value of the Engineered Soil shall be (0-.4mmhos cm⁻¹) as determined by an approved laboratory using the soluble salt (1:2(V:V)) procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest.

(H) The value for Kjeldahl Nitrogen shall be as outlined below as determined by an approved laboratory using the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0 November 2004*.

Kjeldahl N Acceptable range is 0.06% to 0.25% (with nitrate (NO₃) form of nitrogen not to exceed 20 ppm).

(I) The value for Macro (P, K) Nutrients shall be determined by an approved laboratory using the procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest. Ideal values for macro nutrients shall fall within the ranges indicated below:

P	80 lbs/acre to 100 lbs/acre
K	100 lbs/acre to 300 lbs/acre

The value for Micro Nutrients (Mg, Ca, Mn, Zn, Cu and B) shall be determined by an approved laboratory using the procedures as described in the *Recommended Soil Testing Procedures for The Northeastern United States, 3rd Edition, Northeast Regional Publication, Agricultural Experiment Station, University of Delaware, Bulletin #493, Revised October 2009* or latest. Micro Nutrient values and the determination of their compliance with accepted industry standards shall fall on the discretion of the Engineer. Test reports for Micro Nutrients shall be approved in writing by the Engineer prior to delivery of any soil to the work site.

(J) An acid-producing soil test is required to determine the potential for decreases in soil pH after oxidation. The pH value of the solution shall be greater than 4.5 as determined by the *USDA Soil Survey Laboratory Methods Manual, Soil Survey Investigations Report No. 42 Version 4.0, November 2004*.

(K) Engineered Soil shall not contain any traces of hydrocarbons, petroleum products, chemically prohibited substances or any other elements considered to be toxic to any vegetation used on this Project. The Engineered Soil shall not smell of petroleum or give off other unnatural or toxic odors. Regardless of prior acceptance of sample material should the Engineered Soil delivered to the site seem suspicious in any way; the Resident Engineer shall reject the material. Should the Contractor strongly disagree with the Resident Engineers' Determination, the Contractor may appeal According to the following APPEAL PROCESS:

APPEAL PROCESS: The Resident Engineer shall check for discoloration and evidence of unacceptable contents. If the Resident Engineer and/or Engineer suspects that the fill possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Resident Engineer's or Engineer's determination, then samplings of the rejected soil will be sent to a Laboratory which is certified by the NYSDOH Environmental Laboratory Accreditation Program (E.L.A.P.) for the selected analytical method.

Environmental Analysis shall include, but not be limited to, U.S.E.P.A. Standard Test Methods for determination of Contaminant Concentrations and the Toxicity Characteristic Leaching Procedure (T.C.L.P.) for determination of Leachability of at least 39 Components. The extraction portion of the T.C.L.P. Test shall be performed according to E.P.A.-SW846 Method 1311. Analysis of the extract shall be performed by E.P.A. Methods SW846; 8021 for Volatiles, 8270 for Semi-Volatiles and 6010 for Priority Pollutant Metals (P.P.L.), including lead. Other characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Engineer.

The Test Results shall be compared with Guidance Values developed by the NYSDEC Division of Spills Management, known as "Spill Technology And Remediation Series" (S.T.A.R.S.) dated 8/92 (Reprinted 7/93), which contains criteria for determining whether petroleum-contaminated soil meets beneficial reuse conditions.

For analyses which are not included in the S.T.A.R.S. guidance, the Test Results shall be compared with Guidance Values developed by the New York State Department of Environmental Conservation (NYSDEC), Bureau of Program Management, Technology Section, for the Division of Hazardous Waste Remediation.

These N.Y.S.D.E.C. Guidance Values are known as "Recommended Soil Cleanup Objectives" or "Appendix A" (Revised 1/24/94), and consist of Table 1 for V.O.C.'s, Table 2 for Semi-V.O.C.'s, Table 3 for Organic Pesticides/Herbicides and P.C.B.'s, and Table 4 for Heavy Metal. Final values shall be determined by either a health-based level, or a concentration necessary to protect groundwater quality, whichever is lower. Contractor shall be responsible for:

- 1) Payment of fees for services of the N.Y. State certified lab;
- 2) Removal and legal disposal of unacceptable fill;
- 3) Replacement with acceptable fill; and,
- 4) All other expenses, as well as potential fines that may be incurred.

(L) SAND shall consist of sand, free of organic material, loam, debris, frozen soil or other deleterious material which may be compressible. The sand shall be of uniform quality, friable, free from hard clods, stiff clay, hard pan, partially disintegrated stone, stones, lime, cement, ashes, slag, concrete, tar residues, tarred paper, gasoline, motor oil, or other petroleum hydrocarbons, boards, brush, weeds, stalks, roots, sods, chips, sticks or any other undesirable material. Invasive, nonnative seed shall not be allowed in the clean sand material.

Clean sand should conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
No. 8	100

(M) All materials shall be free of quackgrass, rhizomes, Agropyron repens, and the nut-like tubers of nut grass, Cyperus esculentus, and all other primary noxious weeds.

GI-2.13A.4. MEASUREMENT

The quantity of Engineered Soil to be measured for payment under this item shall be the number of cubic yards of Engineered Soil actually incorporated in the finished work, measured in trucks used for delivery at the proposed site(s), in accordance with the plans and specifications, and to the satisfaction of the Engineer.

GI-2.13A.5. PRICE TO COVER

Payment per cubic yard of Engineered Soil shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals required to furnish and incorporate the Engineered Soil in full compliance with the requirements of the specifications and shall include, but not limited to, testing of materials and furnishing such samples for testing as may be required, all in accordance with the plans, the specifications, and directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.13A	ENGINEERED SOIL AND SAND	C.Y.

**SECTION GI-2.14
MULCH**

GI-2.14.1. INTENT

This section describes mulch as Jute and Coir Mesh for use in landscaped areas within the property lines of the project area.

The Contractor shall furnish and place mulch in accordance with the contract drawings, specifications, and as per direction of the Engineer.

GI-2.14.2. SUBMITTALS

The Contractor shall furnish two (2) labeled samples of the Mulch intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name and the type of material. The Engineer reserves the right to reject on or after delivery any materials which do not, in his opinion, meet these specifications.

GI-2.14.3. MATERIALS

1. Material Description:
 - a. Jute mesh shall be a uniform, open, plain weave cloth of undyed and unbleached single jute yarn. Jute mesh shall be furnished in rolled strips.
 - b. Coir Mesh shall be of a uniform woven matting of single coir yarn made from high strength white (retted) coconut fiber.
 - c. Wood Pegs: Shall be wedge shaped, approximately one inch by two inches by six inches (1" x 2" x 6").
2. The width of the mesh shall be approximately forty-five (45) inches or as specified or approved. Mesh shall be woven as follows:
 - a. Approximately 60 warp ends per yard of width;
 - b. Approximately 40 weft ends per linear yard.
 - c. Weight of Mesh shall be a minimum of 11 ounces per square yard (plus or minus 5%).
 - d. This yarn shall be of a loosely twisted construction having an average twist of not less than 1.6 turns per inch and shall not vary in thickness by more than one-half its normal diameter.
3. Smolder Resistance: The Mesh shall be treated so as to be smolder resistant, meeting the following conditions:
 - a. The cloth shall be made resistant to smoldering and/or after-glow by treatment with non-leaching and non-toxic chemicals. The chemicals must be non-toxic to vegetation and the germination of seed. The chemicals used for this purpose must resist leaching based on the equivalent of two inches of rain. The cloth itself shall bear some identification mark to differentiate it from untreated jute cloth.
 - b. "Test Method" – When a lighted cigarette is placed on the upper or treated surface of the cloth, neither flame nor after-glow will proceed in any direction more than twelve inches (12") from the original position of the cigarette after it has burned out completely.

GI-2.14.4. CONSTRUCTION METHODS

Mulch (Jute and Coir Mesh) shall be placed on landscaped areas as shown on the plans or where directed by the Engineer within areas without stretching so that it lays loosely on the soil and in contact with the soil at all points. The upper end of each roll of jute mesh shall be turned and buried to a depth of six (6) inches, with the soil. Mulch shall be placed parallel to the slope and shall have a minimum lap of six (6) inches. Mulch shall cut and placed within two (2) inches of tree and shrub stems. Plants shall not be covered.

Jute mesh or coir mesh shall be held tightly to the soil by wood pegs driven firmly into the ground. Wood pegs shall be spaced not more than three (3) feet apart, along the sides of the jute mesh and not more than one (1) foot apart at roll ends or as determined by the Engineer.

MAINTENANCE: The Contractor shall maintain the areas of jute mesh or coir mesh installation until final acceptance of the contract. Maintenance shall consist of providing protection of jute mesh and the repair of areas damaged by equipment, erosion, fire, or other causes, to re-establish the grade and conditions of the area as specified.

GI-2.14.5. MEASUREMENT

The quantity of MULCH to be paid for under this item shall be the number of SQUARE YARDS actually installed at the site to the satisfaction of the Engineer.

GI-2.14.6. PRICE TO COVER

The price bid shall be a unit price per SQUARE YARD of MULCH and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
GI-2.14	MULCH	S.Y.

SECTION GI-5.05
PLANTING IN BIOSWALES, RAIN GARDENS
AND PERIMETER AREAS NOT IN THE RIGHT-OF-WAY
(NOT A PAY ITEM)

GI-5.05.1. DESCRIPTION

The Contractor shall provide all labor, materials, equipment, insurance, and incidentals required to furnish and plant the scheduled plants in accordance with the plans, specifications and the directions of the Engineer.

Note – it is critical to the success of the project that the perennials and grasses specified in the plant schedule are furnished without substitution. Additionally, the project schedule does not permit the industry standard wholesale procurement from nursery stock. Therefore, the large quantities of native plants required will have to be contract grown for this project. With this in mind, the plant list has been developed in coordination with Greenbelt Native Plant Nursery operated by the New York City Department of Parks in Staten Island. By special arrangement, Greenbelt has set aside and will provide the seed needed for this project AT NO COST to the Contractor. The contract growing of plant material shall be performed by one of the nurseries listed below. The Contractor's unit prices for items listed in **4.17SG Shrubs and Ground Cover** must fully cover transport, planting medium, soil additives, seed germination, nursery space, labor and handling needed to furnish and plant the material in the specified sizes, quantities and locations, please refer to 4.17 of the NYCDOT Standard Highway Specifications and 4.17 SG of the I-Pages for additional payment conditions.

Greenbelt Native Plant Center
3808 Victory Blvd, Staten Island, NY 10314
Phone:(718) 370-9044

ArcheWild Native Nurseries
2191 Hillcrest Rd, Quakertown, PA 18951
Phone:(855) 752-6862

North Creek Nurseries
Email: order@northcreeknurseries.com
388 North Creek Road, Landenberg, PA 19350
Tel.: (610) 255-0100
Toll Free: (877) ECO-PLUG
Fax: (610) 255-4762

Pinelands Nursery
323 Island Rd, Columbus, NJ 08022
(609) 291-9486 Fax (609) 298-8939
www.pinelandsnursery.com

Size of plugs shall be 2" x 2" x 5" deep.

GI-5.05.2. SUBMITTALS

(A) Before commencing work, the Contractor shall submit, for approval, his method of soil preparation and planting to perform the work shown on the plans. Soil amendments shall be thoroughly mixed by approved methods. No later than one hour after planting, all plants shall be thoroughly settled in with

water. Subsequent watering and weeding shall be provided under the requirements of Section GI-5.09, contained herein, at no additional cost.

(B) List of Materials/Suppliers: Submit a complete materials list (e.g., grasses, perennials, shrubs, trees, mulch (jute mesh), engineered soil and sand, etc.) of items to be provided under this section, for review by the Engineer or representative before the purchase or use of any such material.

(C) Method of Work: Submit a list of proposed methods of execution and schedule for planting of work under this section and Sections 4.16 and 4.17 the NYCDOT Standard Highway Specifications and 4.17 SG of the I-Pages for review by the Engineer when proposed methods are different from, or supplementary to, those specified herein.

(D) The Contractor must submit the following information to the Engineer immediately following the Notice to Proceed:

- (1) Subcontractor(s): The name of a Landscaping Contractor, acceptable to the Engineer, who will be performing all landscaping work. The proposed subcontractor will be evaluated on the following criteria:
 - a. Proof of prior satisfactory experience in the installation of native plants in a green infrastructure project..
 - b. Demonstrated capacity to accomplish the work in the time allotted. Qualifications of the Contractor's arborist (Section 4.21 Tree Consultant), certified by the International Society of Arboriculture (ISA), who shall be required to be present on site while landscaping work is in progress.
 - c. Landscaping experience with other agencies, such as the Department of Environmental Protection (DEP) and the New York City Department of Parks and Recreation. Provide references and a specific contact person.
 - d. Membership with appropriate ecological restoration organizations.
 - e. Other references or experience deemed appropriate to obtaining approval.
 - f. The following is required prior to the start of landscaping work:
 - 1) List of all materials and certificates specified within this item.
 - 2) Schedule/Methods of Operation/Maintenance Plan (which is up to the end of maintenance period specified for the project).
 - 3) List of all equipment to be used.

GI-5.05.3 QUALITY CONTROL

Sources

(A) Primary Source. All grasses and perennials obtained from nurseries must have been produced by plants with a provenance from within a 50-mile radius of the planting site. The Contractor shall submit written verification from the nurseries on their letterhead (submittals on contractor letterhead will be rejected), certifying the collection location of plant species seed sources and cuttings (when applicable) for all plant material used on this project. Trees and shrubs shall be native species complying with this specification except as noted as cultivars in the Plant Schedule in the contract drawings. Moreover, a reasonable effort shall be made to obtain sources of trees and shrubs as close to the planting site as possible. All plants grown and/or originating from outside a 250-mile radius will be rejected. In addition, all plants must have been grown within the 6a to 7a, inclusive, USDA Plant Hardiness Zones as that of the planting site. No substitutions of specified plants will be accepted without the written permission of Engineer.

Ship landscape materials with certificates of inspection when required by governmental authorities. Comply with governing regulations applicable to landscape materials.

- (1) Nurseries that collect plants from the wild will be rejected.
- (2) If specified landscape material is not obtainable, submit proof of non-availability, with written proposal for use of equivalent material to Engineer.
- (3) The Contractor shall provide plants of quantity, size, genus, species shown and scheduled for landscape work. Plants must comply with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock" as referenced above (e.g., container size, plant height, number of stems, etc.). The Contractor shall provide healthy, vigorous stock, grown by a professional nursery in accordance with good horticultural practices and free of diseases, insects, eggs, larvae and defects including, but not limited to, knots, sun-scald, injuries, abrasions, or disfigurement.
- (4) All plants furnished under this Item shall be true to name. Plant names shall agree with the nomenclature of "Manual of Vascular Plants of the Northeast United States and Canada," Gleason and Cronquist, 1991. Size and grading shall conform to those of the American Association of Nurserymen. Trees and shrubs shall be native species except as noted as cultivars in the Plant Schedule in the contract drawings.

Inspection of Plant Material at Nursery

- (A) The Engineer or his representative shall inspect all plant material used on this project at the place of growth before planting, for compliance with requirements for genus, species, variety, size and quality. The Contractor shall be responsible for all inspection costs beyond a 50-mile radius from the planting Site.
- (B) The Engineer or his representative retains the right to further inspect all plant material for size and condition of root system, insects, injuries and latent defects, and to reject unsatisfactory or defective material anytime during the progress of work. The Contractor shall remove rejected plant material from the project site immediately upon notification without compensation.
- (C) Only tagged samples of plant material shall be delivered to the site and planted in locations approved by the Engineer or representative.
- (D) The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State or other authorities to accompany each shipment of plants and on arrival, the certificates shall be filed with the Engineer.

GI-5.05.4. CONSTRUCTION METHODS

- (A) Plants shall be delivered only when preparations for planting have been completed and plants can immediately be installed. If planting is delayed for more than three hours after delivery, set plant material in shade, protect from mechanical damage and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture, watering as necessary.
- (B) All plants shall be subject to inspection and approval by the Engineer. Plants required for the work will be inspected and tagged at the place of growth before being dug. The Contractor shall be responsible for all costs related to inspection of plant material by the Engineer beyond a radius of 50 miles from New York City. Selection and/or tagging of material shall cover the type and quality of the plant only, but shall not constitute final acceptance nor preclude the right of rejecting plants not fully meeting the requirements of the specifications. No plant material shall be accepted without prior nomenclature labeling at the nursery of origin. The nursery label must display the full botanical name of the plant.
- (C) Cultivars or varieties are not acceptable except as noted above in Paragraph 5.05.3 A. for trees and shrubs. Written verification from the nurseries certifying this requirement will be required on all applicable plant material. The Contractor should only consider straight species when ordering plant material except as noted..
- (D) Each shipment of plants must be declared and certified free of diseases of any kind with such necessary inspection certificates accompanying each shipment.

(E) All nursery stock furnished by the Contractor shall be subject to inspection within 48-hours after delivery of said stock. The plants shall also be subject to such inspection during the life of the Contract, and infestations occurring on the stock as a result of conditions existing prior to the receipt of the plants on the project shall be cause for rejection.

(F) The time of planting is subject to the type and size of the material, method of planting and approved planting schedule. The Contractor shall furnish a certification from the nursery regarding the date of digging for all applicable plant material.

(G) Unless otherwise directed by the Engineer, deciduous material shall be planted from March 1st to June 15 and October 15th to December 15th or as weather permits. Evergreen material shall be planted from April 1st to May 15th and from September 1st to October 15th or as weather permits. No plant material shall be planted when the ground is frozen or in excessively moist condition. Notify the Engineer at least three days (excluding weekends) in advance before proceeding with any planting operations. In case the planting season is missed for any reason, the Contractor shall cover the soil with mulch. Mulch shall comply with the requirements of the NYCDOT Standard Highway Specifications Sections 4.16 Trees and 4.17 Shrubs and Ground Cover and shall be removed from the site in its entirety when planting resumes.

(1) The Contractor shall furnish a certification from the nursery regarding the date of digging. All appropriate plant material shall be sprayed in the nursery within 48 hours prior to digging with an approved anti-desiccant.

(2) No shipment of plant materials shall be unloaded or planted by the Contractor until such materials have been inspected and accepted by the Engineer, and inspection certificates, if any, have been delivered.

(3) The Contractor shall proceed with, and complete, work expeditiously, working within the seasonal limitations for each kind of landscape work required.

(4) Determine location of underground utilities and perform work in a way that shall avoid possible damage. Hand excavate, as required. The Contractor assumes responsibility for damage to underground utilities when excavating and is required to call "One Call" @ 800-272-4480 a service that marks underground facilities on the surface, prior to excavation. Maintain grade stakes set by others until removal is approved by Engineer. However, the Contractor is advised that the provisions of 16 NYCRR Part 753 ("One Call") do not apply to City owned utilities. It shall be the Contractor's responsibility to determine the location of the City owned underground distribution systems. The Contractor shall make his own field observations and research the City's records to determine the location of such facilities before the commencement of excavation.

(5) When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify Engineer before planting.

(H) Sizes of planting pits shall be as proposed in the Contractors approved shop drawing submittals.

(I) All plant material shall be thoroughly watered immediately after installation. Planting will not be permitted unless a water truck is on site and made available whenever the Contractor is installing plant material. Refer to Section GI-5.09 – Watering and Weeding During Maintenance Period herein I-Pages.

GI-5.05.5. PLANTING SCHEDULE

(A) No planting shall be done except in the presence of the Engineer and in accordance with the planting season as described in Subsection GI-5.05.4.(G). While plants are being distributed in planting beds or are awaiting planting after distribution, the Contractor shall protect the roots from drying out; the means employed shall be satisfactory to the Engineer.

Planting Schedule

Deciduous trees, shrubs, grasses and perennials: March 1 to June 15 and October 15 to December 15

(B) Approval of new plantings will not occur until all landscaping work has been completed. The Contractor shall be responsible for maintaining all new planted areas.

GI-5.05.6. MEASUREMENT AND PAYMENT

No separate payment will be made for this work, the cost of which shall be deemed to be included under other scheduled items, as appropriate.

**SECTION GI-5.09
WATERING AND WEEDING DURING MAINTENANCE PERIOD
(NOT A PAY ITEM)**

GI-5.09.1. DESCRIPTION

The Contractor shall maintain and cultivate the healthy growth of all plantings in the planted area after installation, in accordance with the specifications and contract drawings during the maintenance period of the project. For the purposes of this item, the maintenance period shall begin after the completion of planting, and terminate at the completion of the maintenance period. No separate payment shall be made for the work of this specification.

GI-5.09.2. SUBMITTALS

(A) The Contractor's Landscape Subcontractor shall submit a watering and weeding plan and maintenance schedule prior to the installation of plant material, to be approved by the Engineer. The plan shall include proposed methods of watering and weeding, including but not limited to the use of tree gators (bags), sprinklers, drip hoses, irrigation, tanker vehicles and hand watering, etc., as well as manual weeding and weeding tools.

(B) The approved plan and schedule do not relieve the Contractor in any way from any aspect of the replacement of dead plant material. The Contractor's Landscape Subcontractor may alter the maintenance schedule based on weather and field conditions.

GI-5.09.3. CONSTRUCTION METHODS

(A) The Contractor responsibilities under this section consists of watering and weeding after installation as required to maintain installed plant material in a healthy and vigorous condition in the specified Engineered Soil, in accordance with the specifications and Contract Drawings.

(B) Watering shall take place at one-week intervals from May 1 through October 31, for a total of twenty-seven (27) waterings per year or a total of fifty-four (54) waterings for the 2-year guarantee period. Each week, the individual plants shall receive the following volume of water:

PLANT SIZE	VOLUME OF WATER (gallons)
# 1 container	2
# 2 container	2.5
# 3 container	3
# 7 container	6
1" - 2" caliper	18
2" - 3" caliper	30

This is the maximum amount of water to be applied each week. The Engineer may order less watering based on weather and soil conditions.

Watering shall not be done for any given week if soil is saturated from recent rains or snowmelt. During extended dry periods, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. However, the total number of 54 watering cycles will not be exceeded.

Watering shall be applied in such a manner as to not damage plants or remove mulch (jute mesh) and stakes. Watering shall not cause the uprooting or the exposure of plant roots. Damage resulting from improper watering shall be immediately repaired at the Contractor's expense.

GI-5.09.4. MAINTENANCE

(A) Horticultural Maintenance shall consist of the weeding, removal of litter and general maintenance and replacement of plant material.

(B) Green Infrastructural Maintenance shall consist of cleaning out and disposing of sediment from inlet and outlet structures and weep holes (if any) as necessary to allow water to move freely in and out of the site. Layers of mulch (jute mesh) (if any) and stone in or around the inlet, storm water flow path and ponding areas may require removal and replacement as deemed necessary by the Engineer, just prior to the end of the contract guarantee period. This work should be performed during a time when the soil is dry, using a flat-bottomed shovel.

(C) Maintenance should occur at a minimum of once per month and as needed following significant rainfall events. Visually inspect the site for erosion, including inlet and outlet structures, embankments, side slopes, and check dams. Symptoms of erosion can include erosive gullies or areas of bare soil. Remove any litter directly covering and immediately upstream or downstream of inlets and outlets so that the drainage path is clear. The top of the mulch (jute mesh) (if any) should be at least two inches below the lowest point of the inlet/outlet to minimize blockage.

GI-5.09.5. MEASUREMENT AND PAYMENT

Unless otherwise provided for, no separate payment will be made for this work the cost of which shall be deemed to be included under other scheduled items, as appropriate.

**SECTION GI-5.13 A
STORMWATER INLET**

GI-5.13A.1. DESCRIPTION

Stormwater Inlets shall be constructed of the sizes and shapes shown complete with frames, gratings, covers, hoods, hooks, and all other hardware as shown or required.

GI-5.13A.2. MATERIALS AND CONSTRUCTION METHODS

The Contractor is notified that the materials and construction methods necessary and required to construct complete stormwater inlets shall be in accordance with the requirements for Catch Basins under Subsections 51.41.2 and 51.41.3 of the NYC Department of Environmental Protection (DEP), Standard Sewer and Water Main Specifications, and in accordance with the details shown on the contract drawings which have been adapted from the STANDARDS FOR GREEN INFRASTRUCTURE Standard Details.

GI-5.13A.3. PRECAST REINFORCED CONCRETE STORMWATER INLET

The Contractor is advised that in lieu of poured-in-place stormwater inlets the substitution of Precast Reinforced Concrete Stormwater Inlets that comply with the Standards for Green Infrastructure drawings will be permitted as Stormwater Inlets. The Precast Reinforced Concrete Stormwater Inlets shall be constructed in accordance with the requirements for Catch Basins under Subsection 51.41.4 of the NYCDEP Standard Sewer and Water Main Specifications, and in accordance with the details shown on the contract drawings which have been adapted from the STANDARDS FOR GREEN INFRASTRUCTURE Standard Details

GI-5.13A.4. MEASUREMENT

The quantities of stormwater inlets to be measured for payment shall be the number of stormwater inlets, incorporated in the work, complete, to the satisfaction of the Engineer, as shown, specified or required.

GI-5.13A.5. PRICE TO COVER

The contract price for "STORMWATER INLET" shall be the unit price bid per each stormwater inlet and shall cover the cost of all labor, materials, plant, equipment, samples, tests, insurance, and incidentals required and necessary to construct the stormwater inlets of the sizes and dimensions, and at the locations and to the elevations shown, including the earth excavation of all materials of whatever nature encountered (See Section 4.03 - Earth Excavation of the NYCDEP Standard Sewer and Water Main Specifications); reinforcement; all sheeting and bracing; pumping; fluming; bridging; backfilling; cleaning up; and furnishing and installing all other items necessary to complete this work and do all work incidental thereto, all in accordance with the Contract Drawings, specifications and standards, and as directed by the Engineer. Included in the price hereunder shall be the cost for all labor and materials required to install frames, gratings, covers, hoods, hooks and all other hardware; in accordance with the Contract Drawings, specifications and standards, and as directed by the Engineer.

Where precast reinforced concrete stormwater inlets are used in lieu of poured-in-place stormwater inlets, the cost for furnishing, delivery and installation of the precast reinforced concrete stormwater inlets, complete with reinforcement; frames; gratings; covers; hoods; hooks and other hardware; additional excavation and sheeting, as required; select granular fill; hand excavation; and all work incidental thereto all in accordance with the Contract Drawings, specifications and standards, shall be deemed included in the contract price bid for "STORMWATER INLET". No additional or separate payments will be made for any work associated with the installation of precast reinforced concrete stormwater inlets.

Payment will be made under:

Item No.	Item	Pay Unit
GI-5.13A	STORMWATER INLET	EACH

**ITEM NYC-640.25
BLUE REFLECTORIZED PAVEMENT MARKING PAINT
FOR HANDICAPPED PARKING SPACES**

All of the provisions of Section 640 of the NYSDOT Standard Highway Specifications (latest) pertaining to White Paint ReflectORIZED Pavement Stripes shall apply except for the following:

The pavement marking paint shall be tinted blue prior to application. The color of the paint shall be such that a prepared color chip shall be a reasonable visual match to Federal Color Standard No. 595B, Color 15180. Viewing shall be done under normal daylight.

Application of the blue reflectORIZED pavement marking paint will be restricted to parking and passenger loading zones and other marking which are specifically intended for accessibility by handicapped persons, as detailed in the plans.

MEASUREMENT AND PRICE TO COVER: The price bid shall be a unit price per linear foot of the type specified, which shall include the cost of all labor, materials, equipment, insurance and incidentals necessary including but not limited to, the furnishing, installation and delivery, to the satisfaction of the Engineer

Payment will be made under:

Item No.	Item	Pay Unit
NYC-640.2500001	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED PARKING SPACES	L.F.
NYC-640.2500002	BLUE REFLECTORIZED PAVEMENT MARKING SYMBOLS FOR HANDICAPPED PARKING SPACES	EACH

SECTION PK-12 D
WATER TAP, 2" DIAMETER

PK-12D.1. WORK: Under this Item, the Contractor shall obtain permits from the New York City Department of Environmental Protection, and install water tap(s) of the size(s) specified at existing New York City water mains where shown on the plans.

PK-12D.2. PERMIT: The Contractor shall employ a licensed Certified Master Plumber to obtain a permit from the New York City Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection, Tapping Division, hereinafter referred to as D.E.P.

PK-12D.3. MATERIALS & EXECUTION: The Contractor shall notify the Engineer and the D.E.P. three (3) days prior to intended date of work. All sawcutting, excavation, installation of water tap, and restoration of street pavement (where applicable) shall be performed in accordance with D.E.P. and New York City Department of Transportation requirements.

Included under this item, the Contractor shall abandon, disconnect, cap, or plug any existing water service from the existing water main in accordance with the regulations of the Bureau of Water Supply, whether or not the existing service is in approximately the same location as the new water service, wet connection, or water tap.

All materials necessary for the installation of the tap(s) will be furnished by the D.E.P. and shall be paid for by the Contractor.

PK-12D.4. MEASUREMENT AND PAYMENT: The quantity of WATER TAP to be paid for shall be the number of Water Taps installed to the satisfaction of the Engineer.

The price bid shall be a unit price for EACH tap, and shall include the cost of all labor, materials, equipment, insurance, and incidental expenses, including but not limited to disconnection and abandonment of the existing wet connection or water/tap, the cost of permits and the amounts paid to the D.E.P. necessary to complete the work in accordance with the plans, the specifications and directions of the Engineer.

WORK UNDER SEPARATE ITEMS – associated work including ITEM 6.02 AAN Unclassified Excavation, ITEM 6.55 Saw Cutting Existing Pavement, and 4.02 AF-2RAP Recycled Asphalt Pavement (Rap) Concrete Wearing Course 2" Thick and ITEM 4.02 CA-6RAP Recycled Asphalt Pavement (Rap) Binder Mixture 6" Thick, shall be paid under their respective items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-12D	WATER TAP, 2" DIAMETER	EACH

SECTION PK-13
TYPE "K" COPPER TUBING

PK-13.1. WORK: Under this section the Contractor shall furnish, install and connect the water pipe of the size shown in accordance with the plans, specifications and directions of the Engineer.

PK-13.2. MATERIALS AND METHODS:

PIPE: The water service pipe shall be rigid hard temper type "k" copper tubing in straight lengths meeting the specification for ASTM designation No. B88.

FITTINGS: Fittings shall be approved wrought copper and bronze solder - joint pressure fittings (ANSI B 16.22), Di-Electric fittings as required.

JOINTS: Joints shall be made by soldering, using 95-5 tin antimony solder. From the curb valve to the water tap, joints shall be of the "flared" type.

INSTALLATION: The pipe shall be laid true to line and grade with a cover as indicated on the plans or as directed by the Engineer. When the foundation is good firm earth, the earth should be pared or molded to give a full support and if necessary a layer of fine sand or other suitable material should be placed. The same means of securing firm foundation should be adopted in case the excavation has been made deeper than necessary, in which case the Contractor shall furnish the gravel at his own expense.

Where the bottom of the trench is in rock, fresh fill, soil of low bearing power or other situations where special foundations are required, the Contractor shall provide such foundation in accordance with the written order of the Engineer. The work shall be paid for at the unit prices bid for the materials used in the work.

TESTS: The Contractor shall not backfill over any pipe until ordered by the Engineer. The pipe system shall be tight and show no leaks when filled with water, sealed and subjected to an internal hydrostatic pressure of 100 psi for thirty minutes. Temporary caps shall be placed where required to permit making the tests where valves are not available. The tests shall be made in the presence of the Engineer or his representative.

PK-13.3. MEASUREMENT AND PAYMENT: The quantity of TYPE 'K' COPPER TUBING to be paid for under these items shall be the number of linear feet (laying length) of each size tubing incorporated in the work to the satisfaction of the Engineer, measured along the centerline of the tubing..

The price bid shall be unit price per linear foot and shall include the cost of all labor, materials, equipment, insurance, and incidental expenses necessary to complete the work including, but not limited to, furnishing and installing tubing, fittings and fine gravel; all in accordance with the plans, the specifications, and the directions of the Engineer.

WORK UNDER SEPARATE ITEMS – associated work including ITEM PK-12D Water Tap, 2" Diameter, ITEM 6.02 AAN Unclassified Excavation, ITEM 6.55 Saw Cutting Existing Pavement, and 4.02 AF-2RAP Recycled Asphalt Pavement (Rap) Concrete Wearing Course 2" Thick and ITEM 4.02 CA-6RAP Recycled Asphalt Pavement (Rap) Binder Mixture 6" Thick, shall be paid under their respective items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-13D	TYPE K COPPER TUBING, 1" DIAMETER	LINEAR FEET
PK-13F	TYPE K COPPER TUBING, 2" DIAMETER	LINEAR FEET

**SECTION PK-17
CAST IRON VALVE BOX, 5-1/4" DIAMETER**

PK-17.1. WORK: Under this Section the Contractor shall furnish and install CAST IRON VALVE BOX, 5 1/4" DIAMETER in accordance with the plans, specifications, and directions of the Engineer.

PK-17.2. MATERIALS

Box: 5 1/4" diameter valve boxes shall be Bingham & Taylor Fig. No. 4908 with a Fig No. 4904-L locking cover, or Tyler Union 6855, Trumbull No T-69. The cover shall have the designation "WATER" cast thereon. The boxes shall extend within the limits called for on the plans.

Setting: The valve boxes shall be set plumb, as shown on the plans, on a footing of brick laid in cement mortar, supported on a foundation of broken stone.

Brick: The brick shall be made from clay or shale, well burned, of a quality approved by the Engineer. The mortar shall be composed of one part Portland Cement and two parts sand.

Broken Stone: The broken stone shall be clean broken traprock, or other approved stone, all of which shall pass a one-inch square opening screen and retained on a 5/8 inch square opening screen.

PK-17.3. SHOP DRAWINGS: The Contractor shall submit Shop Drawings when required, for Engineer's approval.

PK-17.4. MEASUREMENT & PAYMENT: The quantity of CAST IRON VALVE BOXES, 5-1/4" DIAMETER, to be paid for under this item shall be the number of boxes satisfactorily installed.

The price bid shall be a unit price per EACH Cast Iron Valve Box and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, excavation and restoration, and furnishing and placing brick and broken stone setting bed; all in accordance with the plans, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
PK-17	CAST IRON VALVE BOX, 5-1/4" DIAMETER	EACH

SECTION PK-124 C
CATCH BASINS

PK-124C.1. WORK: Under this item, the Contractor shall furnish and install CATCHBASINS, as per the details on Drawing CS502.00 in the Contract Drawings. This shall be done where indicated on the plans or ordered by the Engineer.

PK-124C.2. MATERIALS: All materials shall conform to requirements in the Contract Documents and New York City Department of Environmental Protection.

Frames & Grates:

ADA INLET - shall be ADA compliant catch basin castings as per Model #4132 Ring and #6001 Grate (24x24) by US Foundry & Manufacturing Corp. or approved equal by Campbell Foundry, General Foundry Inc, Neenah Foundry or East Jordan Iron Works (EJ).

YARD INLET - shall be ADA compliant catch basin castings as per Model #2841 by Campbell Foundry or approved equal US Foundry & Manufacturing Corp., General Foundry Inc, Neenah Foundry or East Jordan Iron Works (EJ).

PK-124C.3. EXCAVATING, BACKFILLING, AND DEWATERING: All excavating, backfilling, and dewatering required for storm drainage work shall be done by the Contractor.

Upon completion of the work, excavations shall be backfilled promptly with the earth tamped thoroughly.

The Contractor shall verify the location of existing utilities whether indicated on the drawings or not, and shall be responsible for damage to any existing utility, piping, conduit, etc. caused by their work. Such damage shall be repaired by the Contractor at no cost to the City. The Contractor shall furnish safety and warning lights and barricades as required.

Sub-surface structure excavation shall include work of excavation for storm drain, manholes, inlets and catch basins. The excavation, unless otherwise specified shall be made by open cut and shall be wide and deep enough to permit the installation of the sub-surface structure in a workmanlike manner.

The Contractor shall remove all water from the excavation promptly, and continuously throughout the progress of the work and shall keep the excavated areas dry at all times until the structure is completed.

Where required for a safe and proper installation of sub-surface structure and pipe, the Contractor will keep the sides of the excavation vertical by sheeting and bracing of adequate size and strength. Sheeting shall be driven to true alignment, in a proper manner to avoid splitting and to ensure contact of adjacent pieces. If required for the proper execution of the work, when running sand, quick-sand, or other semi-fluid material equally difficult to handle is encountered, the timber sheeting shall be tongued and grooved. All voids which may occur behind the sheeting, whether drawn or left in place, must be carefully refilled with suitable material, said material shall be thoroughly tamped.

Backfill shall follow immediately after sub-surface structure is in place and approved. Backfill of pipes shall be of selected materials, free of stones, and shall be hand placed and thoroughly compacted in such manner as will completely fill the space below and around the pipe, taking care not to displace the pipe or injure the joints. The backfill shall be hand placed to a point two feet (2') above the top of the pipe. The remaining backfill may be made with approved mechanical backfillers in layers twelve inches (12") thick and thoroughly compacted with approved mechanical or vibratory compactors, or the excavation may be backfilled with sand and gravel and compacted as above provided for.

PK-124C.4. EQUIPMENT: All equipment shall be furnished and installed as indicated on the drawings. The Contractor shall verify the fit of the new equipment to be installed.

PK-124C.5. SETTING FRAME: Frames shall be adjusted to the final grades by the use of cement mortar or by brick masonry set in cement mortar as directed by the Engineer.

PK-124C.6. INCIDENTAL WORK: The Contractor shall furnish materials for, and do, all incidental work to complete the structures, including the work of setting and adjusting frames, and plastering.

PK-124C.7. CONNECTING TO EXISTING CATCH BASIN: Shall be performed in accordance with the requirements of New York City Department of Environmental Protection, Bureau of Sewers.

PK-124C.8. CONTRACT DRAWINGS: The Contract drawings are diagrammatic, but shall be followed as closely as conditions at the site of work or the other trades will permit. As the work progresses, these drawings may be revised or supplemented by the Engineer, to illustrate the work further, and the Contractor shall perform the work required by such revisions or supplements without additional compensation unless the Engineer determines that any such changes warrant additional compensation.

PK-124C.9. TEST AND GUARANTEES: Testing and Inspection of the storm system shall be in conformance with New York City Department of Environment Protection, Bureau of Sewers. All tests required by the Engineer shall be made under the supervision of the Engineer.

When installation of any part thereof is completed and ready for operation and prior to final payment, inspection and tests may be made by the Engineer of all materials and appliances installed under this contract. The Contractor shall furnish all materials, instruments, and labor required for such tests. Should inspection and tests show that any material or workmanship are not first class or not in the opinion of the Engineer in accordance with the drawings and specifications, the Contractor, on written notice, shall remove same and replace with other material in conformity with the specifications at no additional cost to the City. Any defects found shall be immediately repaired or replaced by the contractor at no additional cost to the City. All labor and material shall be guaranteed for a period of one (1) year by the Contractor, from the date of acceptance by the Owner.

PK-124C.10. MEASUREMENT AND PAYMENT: The quantity of CATCH BASIN of each type to be paid for under this item shall be the number of individual catch basins and drop inlets installed to the satisfaction of the Engineer.

The price bid shall be a unit price for EACH Catch Basin of each type and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to furnish and place concrete, including but not limited to excavation, foundation materials, steel bars, expansion joints material, formwork, cast iron frame and grating, cast iron hood and rungs, brick, and other incidental work and expenses necessary to complete the work; all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Description	Pay Unit
PK-124C-ADA	CATCH BASIN WITH ADA INLET	EACH
PK-124C-YI	CATCH BASIN WITH YARD INLET	EACH

SECTION PK-143
RPZ & Water Meter with Remote and Structure

PK-143.1 INTENT. Under this section the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install a complete RPZ, Water Meter w/ Remote system including but not limited to:

- (a) Reduced Pressure Zone (RPZ) device is also known as a Backflow Preventer;
- (b) Water Meter W/ Remote Reader shall include Water Meter, Water Meter Strainer and Automatic Reading & Billing System (also known as Remote Reading Device);
- (c) All piping, fittings, valves, test tee, and test tee valve, if required and other incidentals necessary to complete plumbing work and connection to water service and water feed lines in accordance with the plans, specifications, and directions of the Engineer;
- (d) Provide a vandal resistant meter pit and valve boxes;
- (e) RPZ enclosure;
- (f) Provide electric heater with disconnect and vault light with timer and receptacle, per Contract EL Drawings;
- (g) Coordinate with electrical service to provide proper power supply to controller, valves, heat systems, etc.; and,
- (h) Provide labor for winterizing the system for the first winter after the system is operational and accepted by the owner.

In addition, the Contractor shall furnish extra material to the NYC Department of Transportation (NYCDOT) Parking Maintenance and Operations, as specified in this Subsection PK-143.5., below.

PK-143.2 SUBMITTALS

Shall be submitted in accordance with the requirements of the **General Conditions, Section 1.06**, of the NYCDOT Standard Highway Specifications.

(A) SHOP DRAWINGS

The Contractor shall submit Shop Drawings, in accordance with the requirements of the **General Conditions, Section 1.06.13**, of the NYCDOT Standard Highway Specifications. A shop drawing is required showing installation of the complete RPZ assembly, water meter, piping, pipe supports, and the precast concrete structures.

(B) CATALOG CUTS

The Contractor shall submit Catalog Cuts of the RPZ, water meter, meter reading system, control valve, and all connected piping for approval prior to installation.

(C) CERTIFICATIONS:

The Contractor shall be responsible for obtaining all certifications necessary to comply with the NYC Bureau of Water Supply & Wastewater Collection, Cross Connection Control Unit & the NYS Dept. of Health regulations for R.P.Z.'s (after installation), including Certification by Backflow Prevention Device Tester; Certification of Master Plumber responsible for the R.P.Z. installation, and a Professional Engineer's or Registered Architect's Certification that the installation is in accordance with the approved Plans. The Contractor shall prepare and submit copies of N.Y.S.D.O.H. Form Gen. 215B to the NYS Dept. of Health & NYC Cross Connection Control Unit of the Bureau of Water Supply & Wastewater Collection. NYC DDC shall receive copies in triplicate of all such submittals. In summation, the Contractor shall be held completely responsible to ensure that all Work is in compliance with N.Y.S. D.O.H., Form Gen. 215B.

PK-143.3 MATERIALS.

All materials shall be high quality, industry standard and capable of meeting the performance requirements stated herein. All "or approved equivalent" proposals will be reviewed by the Engineer, in consultation with the City's Landscape Architect, for acceptability. Submittal of "or approved equivalent" specifications does not guarantee acceptance of the product. All product acceptance will be made in writing.

All materials throughout the system shall be new and in perfect condition, made from corrosion-resistant materials when subjected to weather conditions, and supplied from an "authorized" dealer servicing the Metropolitan New York area, in order to assure prompt warranty repair and/or replacement. After award of the Contract, and prior to beginning the work, the Contractor shall submit for approval two copies of the complete list of materials which he proposes to furnish and install. Quantities of materials and equipment need to be included. No deviations from the specifications shall be allowed.

(A) PRECAST CONCRETE STRUCTURES

Enclosure structures for the RPZ and water meter shall be as manufactured by one of the following manufacturers, or approved equivalent:

- A.C. Miller Concrete Products Inc., 31 E. Bridge Street, Spring City, PA 19475
- Kistner Concrete Products Inc., 8713 Read Road, P.O. Box 218, East Pembroke, NY 14056
- Oldcastle Precast, 114 Rocky Point Road, Middle Island, NY 11953

(B) CONCRETE

All concrete shall comply with **Section 3.05** of the Standard NYCDOT Highway Specifications, except that compressive strength shall be 5,000 psi at 28 days. All precast concrete shall have a honed finish. The precast concrete shall be well cured, shall be dense and shall have good edges. The cement and aggregate shall be thoroughly mixed in a proportion of one (1) part Portland Cement to not over six (6) or less than four (4) parts of aggregate. The aggregate fine and course shall conform to ASTM C-33. Aggregate shall be free of all deleterious substances which cause reactivity with oxidized hydrogen sulfides. Aggregate shall be graded to produce a homogeneous concrete mix.

(C) REINFORCEMENT

Steel reinforcement shall comply with **Section 4.14** of the Standard NYCDOT Highway Specifications. Reinforcement shall be placed as shown on the drawings.

(D) LADDER RUNGS

Ladder rungs for each water meter structure shall be constructed of copolymer polypropylene plastic, as manufactured by one of the following manufacturers, or approved equivalent:

- M.A. Industries, 303 Dividend Drive, Peachtree City, GA 30269
- American Step Company, P.O. Box 137, 830 East Broadway, Griffin, GA 30224
- Parson Environmental Products, Inc., P.O. Box 4474, Reading, PA 19606

(E) RPZ Structure Stainless Steel Enclosure

Stainless steel enclosure shall be fabricated from 14 gauge Type A316L stainless steel. All welds are to be continuously welded and ground smooth.

Each stainless steel enclosure shall have three (3) access doors. Access doors are to be fabricated from 14 gauge Type A316L stainless steel, with all welds continuously welded and ground smooth. Each access door shall have one (1) concealed stainless steel quarter-turn latch, as well as concealed stainless steel hinges that allow for 180 degree swing.

Enclosure and doors sizes, layouts, and details are to be as indicated in contract documents. Enclosure is to be mounted to precast concrete RPZ structure below with concealed stainless steel bolts.

(F) WATER METER STRUCTURE ACCESS DOOR

Access door shall be 36" x 30" size, heavy duty (H20 loading) high security color (brown) anodized aluminum access doors such as JustSet Doors, as manufactured by one of the following manufacturers, or approved equivalent:

- Pennsylvania Insert Corp., 31 E. Bridge Street, P.O. Box 199 Spring City, PA 19475
- Babcock-Davis, 9300 73rd Avenue, N. Brooklyn Park, MN 55428
- The Bilco Company, P.O. Box 1203 New Haven, CT 06505

Frame shall have integral drain channel, anchor flanges, and neoprene gasket. A one-and-one half (1-1/2") inch drain coupling shall be located on the corner of the frame. Operation shall be spring assisted for easy operation. A hold open arm shall automatically lock the door in the 90 deg. position. Hinge shall be heavy forged brass with a stainless steel pin. Door shall be provided with two locks. Lock shall be "Ford" type lifter worm lock with waterworks bronze pentagonal bolt type "LL". All hardware shall be zinc or cadmium plated.

(G) CONSTRUCTION ACCESSORIES

Frames shall be 3/16" x 2" x 2" angle welded with joints ground smooth, after fabrication. Hinges shall be heavy duty and welded to door and frame.

(H) SECURITY BOLTS FOR RPZ STRUCTURE

Security Bolts for RPZ Structure shall be NYC DPR pattern # 83 registration # "116183", Part # H11777155, as manufactured by McGard, Orchard Park, N.Y. 14127, or approved equal by Bryce Fastener Key-Rex, Loss Prevention Fasteners Ultra (6-Love) or other approved equal. Threads for security bolts shall be at least one-third (1/3) bolt dia. for proper "bite". Vertical doors shall have two(2) security bolts; 7/16 - 20 x .750. Horizontal door for RPZ structure shall have four (4) security bolts; 7/16 - 20 x .750.

(I) SECURITY BOLTS FOR WATER METER STRUCTURE HORIZONTAL DOOR

Security bolts for Water Meter Structure Horizontal Door shall be two (2) pentahead security bolts.

Special Design Criteria for Security Bolts:

1. Bolt must be made from alloy steel, heat treated to 150,000 psi tensile strength.
2. Head of bolt must be selectively hardened to Rc 60 min. to prevent the use of files, hacksaws, and chisels.
3. Bolt is to be made with either a flat or 120o cone seat as required.
4. Bolt will be torqued by means of a recessed curvilinear ("Daisy") groove in the top face of bolt head. A special mating key is required to operate in groove for installation and removal of bolt.
5. Bolts are to be zinc nickel plated in order to meet an ASTM B-368 C.A.S.S. test for 22 hours.
6. Bolt lengths are to be held to +/- .01".
7. Bolt threads are to be class UNC-2A.

(J) WATER PIPING

Shall be hard temper type 'K' copper tubing meeting the requirements of ASTM No. B88-1974. Fittings shall be approved wrought copper and bronze solder-joint pressure fittings (ANSI B 16.22).

(K) GATE VALVES

Shall be Bronze Class 125 'Stockham' B103 or Nibco T-113 or Milwaukee 105 or approved equal.

(L) RPZ

The RPZ (Reduced Pressure Principle Backflow Prevention device) shall be Febco Model #825YA, Wilkens 975XL, Watts, 009QT, or approved equal. Size shall be as indicated above and on the Contract Drawings. The RPZ shall meet the requirements of American Society of Sanitary Engineers (ASSE) Standard 1013 & the American Water Works Association (AWWA) Standard Code 506-78.

The RPZ shall consist of two independently operating center guided, spring loaded, "Y" pattern check valves and one hydraulically dependent differential relief valve. Mainline valve body and caps including relief valve body and cover shall be bronze. Check valve and relief valve components shall be

constructed so they may be serviced without removing the valve body from the line. Shut-off valves and test cocks shall be full ported resilient seated ball valves.

(M) DOUBLE CHECK VALVE FOR WATER SERVICE:

Shall consist of two (2) independently operated, center guided, spring loaded check valves, two (2) threaded inlet and outlet, full port ball valve, shut-off valves and four (4) test cocks. Two (2") inch double check valve (DCV) for water service shall have a flow loss no greater than seven (7) psi at rated flow, similar to Model 850, as manufactured by FEBCO, or approved equal. Alternate Manufacturers: Watts, Ames

(N) METER OUTLET CONTROL VALVE

The MOCV shall be a Class 125, all bronze gate valve, with non-rising stem and solid disc, with screwed bonnet and threaded ends, such as Stockham Figure B-103, or approved equal. The MOCV shall be capped for testing. For testing the 1" dia. water meter, the first test port on the RPZ may be used.

(O) ELECTRICAL GROUNDING

For continuity of Electrical Grounding (during RPZ Maintenance) the Contractor is to furnish and install one (1) #2 tinned copper ground conductor and copper alloy ground connectors as per O.Z. Gedney, Type ABG for 1" & 1-1/2" dia. and CG for 2" dia. pipe or approval equal. Ground work is to be done prior to any painting or insulation if needed. Alternate Manufacturers: Burndy Type GAR and ILSCO Type GPL3.

(P) ELECTRIC HEATER

Electric heater with disconnect and vault light with timer and receptacle shall be as show on the Contract EL Drawings;

(Q) WATER METER

Water Meter shall be Neptune T-10, as manufactured by Schlumberger Industries Water Division, or ABB's C-700 as manufactured by ABB Water Meter, Inc., Oak, Florida, or approved equal. All water meters furnished shall conform to the "Standard Specifications for Cold Water Meters", AWWA Standard C700 latest revision. Alternate Manufactures: Sensus SR11-BA and Accustream.

Water meters shall consist of a bronze maincase with the serial number stamped on the maincase. Only displacement meters of the flat nutating disc type will be accepted for improved operation. The size, capacity and meter lengths shall be as specified in AWWA Standard C700, latest revision. The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision to minimize premature wear.

(R) METER MAINCASE

All one (1") inch meter maincase shall be the removable bottom cap type with the bottom cap secured by six (6) bolts. Bottom caps shall be interchangeable, size for size, between frost-protected synthetic polymer or cast iron and non-frost protected (bronze) models. No meters utilizing frost plugs will be accepted. Non-frost protected meters shall have bronze or synthetic polymer bottom caps. The cross section of the bottom shall break clean when subjected to freezing pressure of 600-850 psi. All maincase bolts shall be of 300 series stainless steel to prevent corrosion. Bottom cap bolt lugs shall be enclosed in the maincase and shall not have externally exposed, threaded through holes. All one and one-half (1-1/2") inch and two (2") inch meters shall have a split design secured by bronze or stainless steel bolts.

(S) STRAINER

All meters shall contain removable polypropylene plastic strainer screens. The strainer shall be located near the inlet maincase port, before the measuring chamber and control block assembly.

(T) REGISTER

The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels. Registers must be sealed and dry. All direct reading register lenses shall be flat, of high strength, and impact resistant glass to prevent breakage. The dial shall be of the center sweep pointer type and shall contain 100 equally divided graduations at its periphery. The register must contain a low flow indicator with a 1:1 disc nutating ratio to provide leak detection. Register boxes shall be bronze.

All meters must be adaptable to digital encoder register without interruption of the customer's service for the purpose of pit, remote, or central meter reading. The registers shall be secured to the maincase by means of a plastic tamperproof seal pin to allow for in-line service replacement. Seal screws are not acceptable.

Register retainer rings shall have an impact resistant design which absorbs register glass lens impact. All registers shall have the size, model, and date of manufacture stamped on the dial plate.

- 1) Measuring Chamber: The measuring chamber shall be a nutating disc type, the flat nutating disc shall be molded of a non-hydrolyzing hard rubber or synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller with a stainless steel shaft located within the disc slot. The roller head shall roll on the buttressed track provided by the diaphragm in the measuring chamber. The measuring chamber shall be of a 2-piece snap-joint type. The measuring chamber shall be made of non-hydrolyzing synthetic polymer, shall be smoothly and accurately machined and shall contain a removable molded diaphragm of the same material as that of the chamber. No screws shall be used to secure the chamber together. The control block shall be the same material as the measuring chamber and be mounted on the chamber top to provide sand ring protection. The control block assembly shall be removable to facilitate repairing. Control block assemblies shall be designed to allow no magnetic slippage which would result in a loss of revenue. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" Ring gasket to eliminate chamber leak paths.
- 2) Remote Reader: The Remote Reader shall be Neptune Proread ARB System ® as manufactured by Schlumberger Industries Water Division or Remote Meter Read (RMR) System® as manufactured by ABB, or approved equal. The Remote Reader shall be a self-contained encoder register metering system designed to obtain remote simultaneous water meter registration directly from the register odometer. The metering information shall be obtained through a remotely located receptacle using a compatible data capture system. The system shall consist of the Encoder Meter Register and Remotely Mounted Receptacle.
- 3) Encoder Meter Register: Shall be direct mounted with encoded odometer wheels and digital data stream. Batteries or pulses are not allowed.
- 4) Registration: The register shall provide a six digit visual registration at the meter. The unit shall, in a digital format, simultaneously encode the four or six most significant digits of the meter reading for transmission through the remotely located receptacle. (The most significant meter registration digits are defined as those digits on the register number wheels that denote the highest recorded values of water consumption.) A quick indexing mechanism shall be employed which shall prevent ambiguous reading. The register shall have a full test sweep hand or dial divided into gradients of down to 1/100th of the units of registration. Register test rings shall be available for shop testing. The units of registration shall be in U.S. gallons. These units shall be clearly designated on the face of the register. The month and year of manufacture and other identification information shall appear on the face of the register. The register shall employ a leak detection indicator on the dial face. Registers using pulse generation or conversion of pulses to digital output is not permitted. Batteries shall not be required.
- 5) Mechanical Construction: Materials used in the construction of the register shall be compatible with the normal water meter environment and with each other. The unit shall possess a copper bottom and incorporate a rubber O-ring seal. Where indicated, pit set registers must be provided with moisture protection for all internal components when operating under flooded pit conditions. The register and mounting base shall be integral components and should not allow for disassembly. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof plastic seal pin shall be used to secure the register to the main case. No

special tools shall be required to remove the register. The register head must swivel 360 degrees without removing the seal pin to facilitate visual reading and ease of wiring. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service. Provision shall be made in the register for the use of seal wires to further secure the register. Terminal screws must be accessible on the register for transmission wire connection to the remote receptacle or future connections to a telephone system.

- 6) Electrical Construction: The materials employed for contacts and connectors shall inhibit corrosion and shall suffer minimal effect from environmental conditions to which they are exposed. The number wheels used in the register assembly shall be provided with spring-type bifurcated metal contacts to insure a high probability of information transmission.

Connection shall be made to the register by three screw-type terminals, sonically inserted into the register top. Access to the terminals shall be available to all models of register. A port cover shall be provided to cover the terminals after they have been wired. Digitally formatted data transmitted from the register shall incorporate a check sum character to verify correct information transmission and integrity. Data errors shall be indicated by the reading equipment.

(U) METER READING INFORMATION

The encoder register shall provide up to six digits of information to the reading equipment. A ten digit identification number shall also be provided with each reading. The utility shall have the option to reprogram the internal register identification number an unlimited number of times. The encoder register must have the capability to provide additional custom information to the reader. This information shall be programmed (and reprogrammed at any time) by the utility. Information on programming the register, equipment needed, and encoder meter reading output shall be provided with each proposal.

(V) REMOTE MOUNTED RECEPTACLE

Remote receptacle shall provide a communication link for the transmission of information from the register.

- 1) Mechanical Construction: Where indicated, a remote receptacle must be provided for attachment to a pit meter lid with another unit also designed for attachment by wall mounting. The materials employed shall be corrosion resistant, resist ultraviolet degradation, unaffected by rain or condensation, and compatible with rugged service and long life. The pit mounted receptacle shall be mounted to the water meter access door of the meter concrete structure using two screws to be provided by the utility. The hole size to be drilled in the access door shall not exceed 3/8" each. The pit mounted receptacle shall be provided with a minimum length of ten feet of wire connected and sealed at the receptacle without terminal exposure.
- 2) Electrical Construction: The receptacle construction shall incorporate the function of a cable clamp or strain relief. Design of the unit shall be such that it provides for mechanical and electrical connection between the receptacle and interrogation equipment.
- 3) Cable: The connecting cable shall be of the two-wire conductor type in a sheath which shall be abrasion and moisture resistant. Each conductor shall be color coded.

PK-143.4 METHOD.

(A) GENERAL

All plumbing work is to be done by a Licensed Plumber. All on-site plumbing work is to be done by a New York City Master Licensed Plumber. The Contractor shall comply with all rules, regulations, and requirements of all regulatory agencies having jurisdiction.

(B) PERMITS AND FEES

The Contractor shall be required to obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of

construction shall be arranged as required. On completion of the work, satisfactory evidence shall be furnished to show that all work has been installed in accordance with rules, regulations, ordinances and code requirements.

(C) APPROVAL

The scope of work shall include, but not be limited to, providing a layout drawing of valve boxes, main line piping, water meter pit, RPZ or double check valve, RPZ enclosure, electrical wiring, etc., in addition to the labor to install the above and maintain the system including winterizing valves and fixtures. The Contractor shall further provide all catalogue cuts of materials, equipment, and fixtures for approval of all system components.

(D) CONFERENCE

Prior to any work being performed, a pre-construction meeting will be held by NYCDDC. At that meeting, the Contractor shall provide a construction schedule to the Engineer and discuss any concerns and procedures required for obtaining approval of the materials and work under this Contract. Arrangements for this meeting will be made by NYCDDC.

(E) INSPECTION OF SITE

It is mandatory that the Contractor shall acquaint himself with all site conditions. Should utilities not shown on the plans be found during excavations, Contractor shall promptly notify the Engineer for instructions as to further action. Failure to do so will make Contractor liable for any and all damage thereto arising from his operations subsequent to discovery of such utilities not shown in plans. The Contractor shall also be required to determine the available water pressure and gpm delivery available from the site's water source.

Contractor shall make necessary adjustments in the layout as may be required to connect to the City water mains. All coordination with NYCDEP and other agencies is the responsibility of the Contractor.

(F) SUBSTITUTION

The City reserves the right to substitute, add or delete any material or work as the work progresses. Adjustment to the contract price shall be negotiated if deemed necessary by the City.

(G) REJECTION

The City reserves the right to reject material or work which does not conform to the Contract Documents. Rejected work shall be removed or corrected at the earliest possible time.

(H) EXCAVATION

The Contractor shall excavate to the lines as shown in the drawings. All Temporary sheeting as required shall comply with **Section 4.05, SHEETING AND BRACING** of the NYCDEP Standard Sewer and Water Main Specifications.

(I) SETTING OF PRECAST CONCRETE WATER METER STRUCTURE:

The precast concrete water meter structure shall be set on a six (6) inch thickness of broken stone with additional stone added inside the twelve inch (12") x twelve inch (12") drain sleeve to the top of the bottom slab. The RPZ Structure shall be set on the Water Meter Structure, as shown on the Contract Drawings.

The Contractor shall install supports for the water meter at the height shown on the Contract Drawings. The meter shall be set so that the dial faces upward and is horizontal. The dial shall not be more than three (3) feet above the floor. The encoder register shall be installed on meter as per manufacturer's instructions. The remote reader receptacle shall be installed in the pit cover as per the manufacturer's directions and recommendations, allowing reading of the meter from above ground level. The Contractor to allow sufficient Water Meter Remote Reader cable slack for manhole cover removal. The RPZ shall be installed as shown on the Contract Drawings and per manufacturer's instructions.

(J) CONNECTIONS

The Contractor shall connect the water piping as shown on the Contract Drawings for complete and satisfactory operating unit to the satisfaction of the Engineer. Connections shall be made to the Water Meter by coupling union or flange union on both inlet and outlet ends of the meter and bored for sealing with holes not less than one-eighth (1/8) of an inch in diameter - solder connections are not permitted. Connections to the RPZ shall be as shown on the Contract Drawings and per manufacturer's instructions.

(K) "AS-BUILT" DRAWINGS

The Contractor shall prepare an "As-Built" drawing. Drawing shall show all items installed during construction, including the RPZ, water Meter, main line or connection pipe, Precast Structures, all valves, remote equipment, and electrical conduit, wiring. The drawing shall also indicate and show all material of sizes, model numbers, manufacturer's name and catalog name and catalog number. These drawings shall be delivered to the Engineer before final acceptance of work. The Contractor shall also provide operating manuals, maintenance instruction documents and a schedule of maintenance activities for all equipment as well as a guide to trouble-shooting system problems. The Contractor shall provide all manufacturers' warranties for installed products and systems in addition to telephone numbers of manufacturers that can supply compatible replacement parts.

(L) SYSTEM FUNCTION AND TESTING

The Contractor shall conduct a pressure test of all plumbing connections in the presence of the Engineer.

Upon completion of the work, the Contractor shall clean up the site, remove all unused materials and debris and coordinate with the landscape contractor to complete any outstanding items of work which may include completion of mulch installation.

(M) FINAL ACCEPTANCE

Final acceptance of the work may be obtained from the NYC DDC upon the satisfactory completion of all the work. At the time of final acceptance, the Contractor shall deliver five (5) copies of keys to all locked equipment.

PK-143.5 EXTRA MATERIALS

The Contractor shall furnish two RPZ Major Repair Kits (furnish only, not install) and deliver, to the Engineer or other location as directed by the Engineer.

Each RPZ Major Repair Kits as manufactured by one of the following manufacturers: Conbraco, Febco, Wilkens, or Watts, or approved equal to match the make and size installed, consisting of new materials obtained from the RPZ manufacturer installed. Repair kit shall include all consumable or replacement items including, but not limited to, relief valve seat disc and check seat disc, bushings, washers, o-rings, bolts, etc. All furnished material shall be properly identified with the RPZ model, size and installation location.

PK-143.6 GUARANTEE AND WARRANTY

All work, materials and equipment shall be guaranteed for eighteen (18) months, from date of substantial completion of the project, against all defects in material, equipment and workmanship. Guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in material, equipment and workmanship to the satisfaction of the Owner. Repairs, if required, shall be done promptly at no cost to the City.

PK-143.7 MEASUREMENT AND PAYMENTS

The quantities of RPZ & WATER METER WITH REMOTE & STRUCTURE to be measured for payment shall be the number of each type actually installed to the satisfaction of the Engineer.

The price bid shall be a unit price for each type of RPZ & WATER METER WITH REMOTE & STRUCTURE and shall include the cost of all labor, materials, equipment, insurance, and incidentals

necessary including, but not limited to, obtaining certifications, installation of all plumbing and electrical work within the structure, providing electric heater with disconnect and vault light with timer and receptacle per the Contract EL Drawings, connections to the water service at the structure, furnishing and installing precast concrete structure and setting bed, reinforcing steel, brick masonry, hangers and supports, pipe insulation, rungs, and access doors ; all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

"Excavation", "Temporary Sheeting", and "Broken Stone" required for the proper installation shall be deemed included in the price bid for this Item Nos. PK-143A, Copper tubing and all water service beyond the exterior face of the concrete structure will be paid for separately under the appropriately scheduled items.

In addition, the Contractor shall deliver EXTRA MATERIALS as outlined above to Engineer or other location as directed by Engineer. Two repair kits are required. No additional payment shall be made for extra materials. The Contractor shall include the cost of extra materials in the bid price. Failure to supply EXTRA MATERIALS shall result in the City taking a Total Credit of \$300.00 (three hundred dollars) for each RPZ repair kit not supplied (regardless of the size installed).

Payment will be made under:

Item No.	Item	Pay Unit
PK-143A	RPZ & WATER METER WITH REMOTE & STRUCTURE - 2" RPZ	EACH

SECTION PK-159 B
CURB & PROPERTY LINE VALVES - 2" DIAMETER

WORK: Under this Item, the Contractor shall furnish and install CURB & PROPERTY LINE VALVES set of the size shown on the plans, in strict accordance with the plans, specifications, and directions of the Engineer. Each set shall consist of one curb valve and one adjacent property line valve.

(A) **INTENT:** The Property Line Valve is intended for use as an on-site, shut-off valve to decrease use of the Curb Valve, and shall be located in an accessible area inside the project site property line.

CURB VALVES: "The curb valves and boxes shall be set in the service pipe in the sidewalk area at the curb or within 2 ft. of the curb. Curb valves shall be of the gate type nonrising stem valve, designed for a minimum of 150 psi wwp." [NYC Building Code: RS16, P107.2(a) 9 and NYC DEP Rules and Regs. Section 138]. Valves shall be Stockham No. B-130; Grinnell # 3030; NIBCO T136; Milwaukee 1141, Powell 2712, or approved equal. Curb Gate Valves shall have bronze body, bronze bonnet, inside screw, non-rising stem, solid wedge disk, and threaded ends.

PROPERTY LINE VALVES: Property Line Valves two inches (2") and under shall be of the cylindrical Plug Type with a closed bottom and a top seal, fully enclosed one-quarter (1/4) turn check, straight through flow way which is resistant to turbulation of the flow stream, one piece cast bronze cylindrical plug and "T" head that aligns with the ports to provide a visual check of valve position, inside screw ends with I.P. threads, as is manufactured by Mueller Co. No. H-10283, Ford Ball Valve Curb Stop B11, AY McDonald 76012 or approved equal. Adaptors are required for connecting to copper tubing.

OPERATING KEY: An approved operating key of proper size for each valve shall be furnished by the Contractor. However, the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the Contract. For valves 2" diameter, the operating key shall be Stockham No. 1V437 for Stockham Valves, or the appropriate key for an approved equal valve by NIBCO or Milwaukee. For valves 1" to 1-1/2" diameter, handwheel operating nut is to remain.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section 1.06, of the NYCDOT Standard Highway Specifications. The Contractor shall submit the following for the Engineer's review and approval, in consultation with the City's Architect, prior to manufacture.

Shop Drawings: All submittals shall be in accordance with the requirements of the General Conditions, Section 1.06.13, of the NYCDOT Standard Highway Specification. The Contractor shall submit catalog cuts of the curb and property line gate valve for approval.

MEASUREMENT AND PAYMENT: The quantity of CURB & PROPERTY LINE VALVES to be paid for under this Item shall be the number of SETS consisting of both valves of each size, actually installed to the satisfaction of the Engineer.

The price bid shall be a unit price for each SET of CURB & PROPERTY LINE VALVES (two valves) of each size, and shall include the cost of all labor, materials, equipment, insurance, and other incidentals necessary to complete the Work in accordance with the plans, the specifications and directions of the Engineer.

Valve box extensions shall be paid under the separate item "PK-17 Cast Iron Valve Box, 5-1/4" Diameter". Piping, including the pipe between the curb and property line gate valves shall be paid under PK-13F TYPE K COPPER TUBING.

Payment will be made under:

Item No.	Item	Pay Unit
PK-159B	CURB & PROPERTY LINE VALVES - 2" DIAMETER	SETS

**SECTION PK-184-GH1
GROUND HYDRANT - 1" DIAMETER**

PK-184-GH1.1. INTENT: The Contractor shall furnish and install a ground hydrant, all piping, fittings, and other sundries necessary to connect the water lines, as shown on the plans, to the satisfaction of the Engineer.

PK-184-GH1.2. DESCRIPTION: Under this Section the Contractor shall furnish and install a GROUND HYDRANT - 1" DIA., including, but not limited to, all plumbing work and connection to water service; all in accordance with the plans, the specifications, and directions of Engineer.

PK-184-GH1.3. MATERIALS: Unless otherwise specified herein, all materials and methods of construction shall conform to NYCDOT Standard Highway Specifications.

(A) Equipment: One inch (1") Ground Hydrant shall be Type Z-1360-HD-RK-NB-10 manufactured by Zurn Industries Inc., Hydromechanics Division, Erie, PA or approved equivalent model manufactured by:

- 1) MIFAB, Inc. Chicago, IL
- 2) Jay R. Smith Manufacturing Co., Montgomery, AL
- 3) or approved equivalent.

Hose connection shall be one inch (1") diameter.

(B) Hydrant shall be an encased, ground hydrant for flush-with-grade installation, complete with bronze casing, polished nickel bronze box, all bronze interior parts, bronze seat and replaceable seat washer, non-turning operating rod with free-floating compression closure valve with 1" connection. Polished nickel-bronze box shall have a scoriated heavy-duty cover with operating key lock and the word "Water" cast on cover. Depth of bury is two (2) feet minimum. Four (4) keys are to be supplied to the Engineer.

(C) Brass Garden Hose Adaptor (for one inch Ground Hydrant only): Shall be (1" => 3/4") Model # FM1076 as manufactured by George Taylor Brass and Bronze Works, Huntington, N.Y., or approved equivalent model as manufactured by Jay R. Smith Manufacturing Co., Montgomery AL or Zurn Industries Inc., Hydromechanics Division, Erie, PA; or other approved manufacturer.

(D) Concrete Collar: Class A-40 concrete in accordance with **Section 4.06** of the NYCDOT Standard Highway Specifications.

(E) Broken Stone: Broken Stone shall consist solely of crushed ledge rock. Stone shall be as designated on the detail and shall be of the approved size and quality specified in NYCDOT Standard Highway Specifications, Division II Basic Materials of Construction, Section 2.02-Aggregate-Coarse (Broken Stone and Gravel).

(F) Geotextile Filter Fabric: Geotextiles used in drainage applications shall be Class 2 and shall conform to the following AASHTO-M288 properties for drainage geotextiles:

	ASTM Test	TYPE	TYPE
Structure		Woven (Class 2)	Non-Woven (Class 2)
Percent Elongation	ASTM D4595	<50%	≥50%
Grab Strength (Min.)	ASTM D4632	247 lbf	157 lbf

Tear Strength (Min.)	ASTM D4533	90 lbf	56 lbf
Puncture Strength (Min.)	ASTM D4833	90 lbf	56 lbf
Permittivity (Min.)	ASTM D4491	0.21 / sec.	
Apparent Opening Size/ Sieve Designation (Max.)	ASTM D4751	0.0098 inch/ Std. No. 60 sieve	

a. Manufacturers:

- 1) Advanced Drainage Systems, Inc., Hillard, OH.
- 2) Carthage Mills, Cincinnati, OH.
- 3) Mirafi, Inc., Charlotte, NC.
- 4) Approved equivalent.

PK-184-GH1.4. SUBMITTALS: Follow the procedures in the General Conditions of **Section 1.06.31** of the NYCDOT Standard Highway Specifications.

(A) Catalog Cuts: The Contractor shall submit Catalog Cuts of the ground hydrant for approval prior to installation.

(B) Shop Drawings: The Contractor shall submit shop drawings when required, in accordance with the requirements of **Section 1.06.13** of the NYCDOT Standard Highway Specifications.

(C) Operating Keys: The Contractor shall furnish four (4) operating keys for each hydrant type/size installed under this item.

(D) Parts Repair Kit: Contractor shall supply one (1) Parts Repair Kit for each Ground Hydrant type/size installed under this item.

PK-184-GH1.5. MEASUREMENT: The quantity to be measured for payment shall be the actual number of EACH Ground Hydrant, of the size specified, actually installed, complete with all plumbing work, to the satisfaction of the Engineer.

PK-184-GH1.6. PRICE TO COVER: The price bid shall be a unit price for each Ground Hydrant of the size specified and shall include the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work including, but not limited to, all plumbing work and connections to water service within five (5') feet of the ground hydrant, furnishing and installing broken stone, geotextile, pvc pipe, concrete collar, hose adapter, and all submittals; all in accordance with the Contract Drawings, the specifications, and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
PK-184-GH1	GROUND HYDRANT - 1" DIAMETER	EACH

SECTION PK-473
DECOMPACT EXISTING TREE

PK-473.1. DESCRIPTION: Under this Section the Contractor/Subcontractor's arborist shall DECOMPACT EXISTING TREE, in accordance with the plans, specifications, and as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21) or their designated representative.
Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above mean grade.

PK-473.2. GENERAL REQUIREMENTS:

(A) **NOTIFICATION:** Before any decompaction work can begin under this item, the Contractor must notify a minimum of 48 hours prior to beginning work both the Director of Forestry, Queens, (718) 393-7373 and the Engineer.

All of the following information and instructions are subject to the approval and direction of the Engineer, in consultation with the Tree Consultant (Item 4.21).

(B) **QUALIFICATIONS REQUIRED:** The Contractor/subcontractor (arborist) performing the work shall meet the tree pruning qualifications specified in Subsection 4.18.3. of the NYCDOT Standard Highway Specifications.

PK-473.3. MATERIALS:

(A) **Compost:** shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The Compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, and sewage sludge that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty five (25%) to a maximum of fifty percent (50%) organic material.

Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ; or Agresoil compost by Agresource, Inc. Amesbury, MA; or approved equivalent.

Organic biosolids are not acceptable. Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See www.nyc.gov/sanitation or www.nyccompost.org for pick-up sites.

PK-473.4. METHOD:

(A) Where specified, existing trees to remain shall be decompacted after completion of construction operations including excavation, paving, pruning, and backfilling. Decompaction shall be performed utilizing one of the three methods listed below as shown on the contract tree mitigation plan or as determined by the Engineer, in consultation with the Tree Consultant (Item 4.21). All tree root protection shall be removed prior to starting decompaction and decompaction shall not be performed in frozen ground conditions.

1. **Air-Tilling of the Critical Root Zone Method:** Using a pneumatic device, the area within a 3 to 5 foot radius of the tree stem, as determined by the Engineer, in consultation with the Tree

Consultant (Item 4.21), and specified on the Tree Mitigation Plan, is to be tilled to a depth of 6 to 8-inches using a compressed air gun. Compost backfill shall be applied to the area at a depth of 1-inch and tilled into the soil using a compressed air gun. The area shall be top dressed with four (4") inches of shredded bark mulch (as per Section BMP-GI-PK28 in this Addendum No. 1) and thoroughly watered (no separate payment).

2. Radial Trenching Method: Using a pneumatic device, narrow trenches, 18 to 24-inches wide, shall be cut in a radial pattern throughout the root zone. These trenches appear similar to the spokes of a wagon wheel. The trenches shall begin two (2') feet from the trunk of the tree and between buttress roots to avoid cutting any major support roots. The trenches should extend at least as far as the dripline of the tree. The trenches shall be 8-12 inches in depth. Compost backfill shall be used to fill the trenches. Where required, fertilizer may be mixed with the compost and applied. The area shall be thoroughly watered after completion.
3. Vertical Mulching Method: Three inch (3") diameter holes shall be excavated 12" deep, spaced 30" on center in a grid pattern throughout the root zone of the tree. Compost backfill shall be used to fill the holes and the area shall be thoroughly watered after completion.

<u>Tree DBH</u>	<u>Number of 3" Dia. Holes</u>
0-6"	40
6-12"	60
12-18"	80
18-24"	100
24-30"	120
30-36"	160
36-42"	180
42-48"	200
over 48"	220

Where a pneumatic device is required, work shall be performed with a device such as an Air-Spade® CGP System, as manufactured by Concept Engineering Group, Inc. Verona, PA, or approved equal. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material. Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations. All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Engineer, in consultation with the Tree Consultant (Item 4.21), or his designated representative.

- (B) Watering: Watering shall take place at one-week intervals for a period of three weeks following decompaction at a rate of 750 gallons of water per 1,000 square feet of decompacted area. The Engineer may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Engineer may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the Engineer each week.

Watering for trees shall be conducted by dispersing water to plants individually. Water shall be delivered to each plant under low pressure through the end of an appropriate sized hose or watering wand, or soaker hose anchored by pins where appropriate. The rate of watering should allow maximum penetration of water into the soil and at a rate that does not displace mulch or soil, cause uprooting or exposure of plant root to the air or break saucers around plants that were created to hold water.

Water shall not be applied in a manner which damages plants, stakes or adjacent areas. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor shall obtain a free hydrant permit from the Department of Environmental Protection. Permits are issued for a 30-day period, and the Contractor is responsible for keeping the permits current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their DDC contract, indicating exemption from the permit fee, as described in NYC DOT Standard Highway Specifications under Division 1 Contract Requirements Section 1.06.23. (A) Permits, with a general description of the hydrant location (s) they propose to access.

PK-473.5. SUBMITTALS: All submittals shall be as specified in Subsection 4.18.3.(E) of the NYCDOT Standard Highway Specifications.

PK-473.6. PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of trees decompacted based on the bid price for decompacting a tree over six to twelve (6" – 12") inch DBH (base unit).

<u>TREE DBH</u>	<u>TREE UNITS</u>	<u>PAYMENT PER TREE</u>
Over 0" to 6"	0.75	75% of unit price bid
Over 6" to 12"	1.00 (base unit)	100% of unit price bid
Over 12" to 18"	1.25	125% of unit price bid
Over 18" to 24"	1.5	150% of unit price bid
Over 24" to 30"	2.0	200% of unit price bid
Over 30" to 36"	2.5	250% of unit price bid
Over 36" to 42"	3.0	300% of unit price bid
Over 42" to 48"	3.5	350% of unit price bid
Over 48"	4.0	400% of unit price bid

For example, decompaction of one thirty-one (31 ") inch DBH tree would receive payment for 2.5 tree units, decompaction of one twenty-two (22") inch DBH tree would receive payment for 1.5 tree units, and decompaction of one seven (7") inch DBH tree would receive payment for one tree unit, for a total payment of 5.0 tree units.

PK-473.7. MEASUREMENT: The quantity of DECOMPACT TREE OVER 6" TO 12" DBH to be paid for under this Item shall be the number of tree units decompacted, calculated in accordance with the payment schedule above, to the satisfaction of the Engineer.

PK-473.8. PRICE TO COVER: The price bid shall be a unit price for EACH tree decompacted in the OVER 6" to 12" DBH size group (equivalent to one tree unit) and shall include by the cost of all labor, materials, insurance, and equipment necessary for decompacting trees by either vertical mulching, radial trenching, or air-tilling the critical root zone as directed and other incidental necessary to complete the work including, but not limited to, compost and watering; all in accordance with the plans, the specifications, and directions of the Engineer.

Where shown on the Demolition plan, the Contractor shall protect existing tree roots with protective tree barriers as required by Item 4.22 A Protective Tree Barrier – Type A (NOT A PAY ITEM). Where conditions exist as determined by the Tree Consultant (ITEM 4.21), requiring Maintenance Tree Pruning (ITEM 4.18A or ITEM 4.18B) and Root Pruning (Item 4.18 RP), these shall be paid separately under their respective items with approval of the Resident Engineer.

Payment for furnishing and placing Shredded Bark Mulch (as per Section 4.16) shall be deemed included in the planting bid items.

Payment will be made under:

Item No.	Item	Pay Unit
PK-473	DECOMPACT EXISTING TREE	EACH

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S - PAGES

SPECIAL PROVISIONS

NOTICE

THE PAGES CONTAINED HEREIN (S-PAGES) ARE SPECIAL PROVISIONS THAT SHALL APPLY TO AND BECOME A PART OF THE CONTRACT.

(NO TEXT ON THIS PAGE)

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
A.	LINES AND GRADES	S-1
B.	SPECIFIC TRAFFIC STIPULATIONS	S-1
C.	HOLIDAY CONSTRUCTION EMBARGO	S-1
D.	DISPOSAL OF EXCESS EXCAVATED MATERIAL	S-2
E.	SCHEDULE OF WORK	S-2
F.	SCHEDULING PRESENTATION	S-3
G.	ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES	S-3
H.	NO EXTENSION OF TIME FOR WINTER SHUT-DOWN	S-3
I.	NOTIFICATION OF PRIVATE UTILITIES	S-3
J.	CLEANING OF DRAINAGE STRUCTURES	S-3
K.	SPECIAL INSPECTION	S-5
L.	USE OF CITY WATER	S-5
M.	FUEL COST	S-5
N.	START OF CONTRACT WORK	S-5
O.	PRICES TO INCLUDE	S-5
	OCMC TRAFFIC STIPULATIONS	S-6
	INTERPRETIVE MEMORANDUM # 2	S-7

(NO TEXT ON THIS PAGE)

SPECIAL PROVISIONS

A. LINES AND GRADES. The Contractor shall furnish lines and grades in accordance with Section 1.06.27 of the Standard 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>

* 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>

Prior to this embargo period all necessary measures must be taken so that all roadways and sidewalks are in proper condition to allow for the expeditious and safe movement of vehicular, bicycle and pedestrian traffic. Tool carts, cable reels, containers, and material stored on roadways must be removed during the embargo period.

The opening of utility access covers is prohibited on any of the streets noted below between the hours of 6:00 AM and midnight unless the utility or Contractor files for an Emergency Authorization Number as required by section 2-07 of the Department of Transportation's Highway Rules. The planned opening of utility access covers may occur during the hours of 12:01 AM and 5:59 AM where no authorization number is required.

Temporary restoration of the streets and sidewalks and removal thereof, if required for the Holiday Embargo period, will be paid for under the appropriate scheduled items.

No extension of time due to the shutdown period will be granted to the Contractor for completion of the work.

D. 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.

E. SCHEDULE OF WORK. The Contractor shall be required to prepare a progress schedule, in accordance with the requirements of Article 9 of the Standard Construction Contract, based on simultaneously working at multiple locations using multiple crews during the construction of the contract, as approved by the Engineer.

Each work force crew shall be defined as a sufficient number of workers with support staff and equipment necessary to perform the work efficiently as directed by the Engineer. Where the Contractor can demonstrate to the Engineer that he has substantially completed work, he may be permitted to start work at additional locations, on a one to one basis, at the sole discretion of the Engineer.

Where the Contractor's work operations are not able to meet its approved progress schedule, the Engineer may order the Contractor to provide additional work force as may be necessary. Failure to comply with such orders within seven (7) calendar days after the written notice from the Engineer may result in the Contractor being declared in default of the Contract in accordance with the procedure contained in Article 48 of the Standard Construction Contract.

F. SCHEDULING PRESENTATION. The Contractor shall submit construction schedule in the form of a bar chart using "Microsoft

Project 2010", or in an approved equivalent program which shall be directly and fully translatable into Microsoft Project 2010 format, within seven days of the initial Pre-Construction Meeting. Each bar in the chart shall show dates the Contractor plans to start and complete each construction activity after the initial Pre-Construction Meeting. Bar chart shall show the order and interdependence of all activities necessary to complete the work and the sequence in which activity is to be accomplished as planned by the Contractor and in accordance with all subcontractors or suppliers whose work shall be shown on the bar chart. The Contractor shall submit the bar chart for the Engineer's review and revise it, if required, until approved by the Engineer.

The Contractor shall submit weekly progress status update reports or as otherwise directed by the Engineer. The Contractor shall submit updated bar chart every month. The revised bar chart shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions all of which shall be subject to approval by the Engineer.

G. ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES.

Contractor shall plan and/or stage his/her work schedule using all hours/days available. Contractor is advised that all applicable unit prices shall include, for the purpose of this contract, all overtime costs, premium time costs, shift differentials required to complete construction within the specified "Time(s) of Completion" stipulated in this contract.

Contractor shall be permitted to accelerate this project, to combine stages and/or work sequences. Any such changes shall be shown in the construction schedule, to be furnished in accordance with the General Provisions of the Standard Specifications and the above "SCHEDULING PRESENTATION" Article, and shall be submitted for approval of the Engineer.

H. 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.

I. NOTIFICATION OF PRIVATE UTILITIES. The necessary adjustment or relocation of any private utility company's hardware encountered in the work site, shall be performed by them or their agents. Contractor shall notify the affected Utility Company at least two (2) weeks prior to the start of work at any location.

J. CLEANING OF DRAINAGE STRUCTURES. The Contractor shall be required to keep all existing drainage structures within the work area clean and operable at all times. Should the Contractor let debris enter any drainage structure as a result of his operations, he shall be required to immediately clean that drainage structure at his own

expense. All other drainage structures requiring cleaning shall be referred to the Department of Environmental Protection.

K. SPECIAL INSPECTION. Portions of work under this contract are subject to the provisions of the New York City Construction Codes, as noted on the Contract Drawings.

Work subject to the provisions of the New York City Construction Codes shall meet the requirements of the New York City Construction Codes and the following:

1. Inspection of selected materials, equipment, installation, fabrication, erection or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the New York City Construction Codes, shall be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications, except as noted below for Form TR-3: Technical Report for Concrete Design Mix. The Special Inspector shall be an entity compliant with the requirements of the New York City Construction Codes.
2. Form TR3: Technical Report Concrete Design Mix: The contractor shall be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.
Where a Form TR3 is required, concrete mix design approval by the QA & Construction Safety Bureau per Section 3.05.4 of the NYC DOT Standard Highway Specifications is not required.
3. The Contractor shall notify the relevant Special Inspector in writing at least 72 hours before the commencement of any work requiring Special Inspection. The contractor shall be responsible for, and bear related costs to assure that all construction or work shall remain accessible and exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under "Special Inspection" shall not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no

warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under "Special Inspections".

5. The contractor must coordinate with the Resident Engineer or DDC Project Manager to provide access and schedule the work for inspection by the Special Inspector.

L. USE OF CITY WATER. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

M. 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.

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. 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.

TRAFFIC STIPULATIONS

Traffic Stipulations from the NYC DOT Office of Construction Mitigation and Coordination (OCMC) will be provided for the street reconstruction portion of this contract.

The Contractor is notified that the requirements of the OCMC Traffic Stipulations shall be met, and no direct payment will be made for compliance with the OCMC Traffic Stipulations; said costs will be deemed to be included in the prices bid for all the scheduled contract items.



THE CITY OF NEW YORK Department of Sanitation

S. ELIZABETH SEARLE
Assistant Commissioner
for Legal Affairs

Department of Sanitation Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations

Bureau of Legal Affairs
44 Beaver Street
New York, NY 10004
Telephone (212) 837-9110
FAX (212) 837-8243

INTERPRETTIVE MEMORANDUM # 2 February 14, 1995

**Subject: Temporary Storage and Processing of Construction and Demolition Debris
by New York City Agency Contractors**

Contractors performing construction work for New York City agencies may be required to excavate dirt, concrete, rock, gravel and similar materials ("construction materials") from a contract site or to remove from a contract site construction materials resulting from construction, demolition, alteration, repair or renovation of structures, streets or buildings. On street construction projects, construction materials required to be excavated or removed may also include asphalt. The purpose of this Interpretive Memorandum is to (a) define the circumstances under which the Department of Sanitation (the "Department") will not deem its Rules and Regulations Governing Non-Putrescible Solid Waste Transfer Stations (the "Rules") to apply to the temporary storage, processing and/or stockpiling (collectively, "stockpiling") of such construction materials and (b) the procedure for ensuring such exemption. It is the responsibility of the contracting agency to oversee its contractors' compliance with the Rules and with this Interpretive Memorandum.

1. When No Transfer Station Permit is Required

Where a City contractor has:

- (a) set aside an area of a contract site for stockpiling construction materials excavated from and/or intended for that site; or
- (b) received written approval from the contracting agency for an off-site stockpiling location,

the Department will not deem such stockpiling location a transfer station and will not require the contractor to obtain a transfer station permit so long as: -

- (c) no construction materials or debris from off the contract site are received at the designated location for subsequent transfer to another location (other than the contract site); and
- (d) the temporary stockpiling location is clearly described as such in the contract or clearly approved by the construction agency and designated as such in writing to the Department by the agency; and
- (e) the construction agency represents in writing to the Department that such agency will monitor the temporary stockpiling location and ensure its clean-up and restoration pursuant to the procedures set out in this memorandum.



Help Reduce
New York's Waste.

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Example: Street Construction Projects

As part of a contract for street construction, the contractor may be working at one end of a street and using an area at the other end of the street for the temporary stockpiling of construction materials. Both ends of the street are part of the construction contract site. In addition, the contractor may have leased an off-site location for temporary stockpiling of materials, which, following processing, will be reincorporated into the contract site, with some portion of the remainder designated for delivery to a Department disposal facility. Neither location will be regulated by the Department as a transfer station so long as the procedures set out in this memorandum are followed.

2. Procedure for Exception.

Upon a City construction agency's approval of any location to be designated as a temporary processing, storage or stockpiling area, that agency must determine that (a) its contract with the contractor provides for clean-up and restoration of such area by, for example, the contractor's posting of a restoration bond and/or by contractual set-off and (b) the agency has adequate procedures for monitoring the designated area to ensure that it does not violate the provisions set forth in this memorandum and that such location is cleaned up and restored at the completion of the contract work.

The City construction agency must submit an official letter to the Department acknowledging compliance with both (a) and (b) immediately above and representing that the agency will ensure the contractor's compliance. The letter to be submitted must be in substantially the following form, addressed to the Director, Bureau of Waste Disposal, Department of Sanitation, 125 Worth Street, Room 726, New York, NY 10013:

"The New York City Department of _____ (the "Agency")
has awarded a construction contract to _____ (Contractor)
_____ (the "Contractor") for work to be performed at _____ (Contract
Site) _____ .

a. This Agency has approved the following locations to be used by the Contractor for the temporary storage, processing and/or stockpiling of construction materials (the "Stockpiling Locations") excavated from the construction site or intended for the construction site:

b. The terms of the contract require the Contractor to clean up and restore the Stockpiling Locations, whether on or off the contract site, at or before the completion of the contract work.

c. This Agency assumes responsibility for the monitoring of Stockpiling Locations to ensure that only materials received from and/or intended for the construction site are stockpiled at such locations and we will enforce clean-up and restoration of such Locations at the end of their use for temporary stockpiling or at the termination of the contract, whichever occurs earlier, through restoration

bonding requirements and/or contractual set-off provisions such that the costs of clean-up and restoration will not become a charge to the Department or the City. "

3. When a Transfer Station Permit is Required

A transfer station permit will be required under any circumstances other than those outlined above. Except in the specifically defined circumstances set forth in this memorandum, any operator of a location or facility which receives, processes, stores or stockpiles construction and demolition debris or fill material for purposes of transfer to another location, including to a New York City Department of Sanitation facility, and whether or not under contract to the Department for the delivery of such materials, will be fully subject to the Department's transfer station rules and liable for enforcement for violations.

(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 January 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated August 1, 2015) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

(NO TEXT ON THIS PAGE)

A. NOTICE TO BIDDERS

- (1) (A) The Contractor is advised that copies of the Standard Sewer And Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
Division of Infrastructure
Design Services, Specifications, 3rd Floor
30-30 Thomson Avenue
Long Island City, NY 11101

(B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated August 1, 2015), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
55 Water Street, Ground Floor
New York City, NY 10041

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (8) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively. 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.

- (9) The Contractor is notified that the fuel cost per gallon used in the formula under **Sub-Article 26.2.8** of the Standard Construction Contract for **Extra Work** will be derived from the fuel price index for the United States East Coast published weekly by the United States Energy Information Administration ("USEIA"), and available on its website at <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.
- (10) The Contractor is responsible for any damage to the existing street and traffic signal equipment, including underground conduits and the safety of both pedestrian and vehicular traffic for the duration of the contract.

Should any conduits, cables or foundations need repair due to the Contractor's negligent operations during construction, all work shall be performed according to NYCDOT Bureau of Traffic's Standard Drawings and Specifications at the sole expense of the Contractor.

It is the Contractor's responsibility to secure an approved electrical contractor to perform all traffic signal work (if any). For list of approved electrical contractors, contact Mr. Michael R. LeFosse of New York City Department of Transportation at (212) 839-3799.

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

(NO TEXT)

C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:
Add the following to **Subsection 10.21**:

(1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. Edward Coleman, P.E., Assistant Commissioner, Engineering and Planning at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

(2) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

- (2) **Refer** to **Subsection 10.30 - Contractor To Provide For Traffic**, Page I-15:
Add the following to **Subsection 10.30**:

(1) Traffic Stipulations:

The Contractor shall refer to Traffic Stipulations identified in the maintenance of traffic requirements under Contract No. TF18-2012N.

- (3) **Refer** to **Subsection 71.41.4 - Specific Pavement Restoration Provisions**, Page VII-67:
Add the following to **Subsection 71.41.4**:

(E) Specific Pavement Restoration Provisions:

- (1) Within the limits of the highway reconstruction the restoration shall be accomplished and paid for in accordance with Highway Construction Plans, Details and Specifications for Project ID. TF18-2012N.

D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

- 1) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 11. Fabrication:, Page 4;
Add the following to Section 11:

All steel water mains shall be spiral welded pipes, and all steel water main fittings shall be fabricated from qualified spiral welded pipe. Can type pipe is not acceptable.

- 2) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Section 13. Special Fittings:, Page 5;
Add the following to Section 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

END OF SECTION

This Section consists of five (5) pages.

NO TEXT ON THIS PAGE

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 1

DATED: June 23, 2016

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-28;
Delete the Bid Schedule, as contained on Pages B-3 through B-28, in their entirety;
Substitute the revised Bid Schedule, as contained on attached pages B-3 [Revision # 1] through B-30 [Revision # 1].
2. Refer to the Bid and Contract Documents, Volume 1 of 3, page 20, APPRENTICESHIP PROGRAM QUESTIONNAIRE;
Delete the APPRENTICESHIP PROGRAM QUESTIONNAIRE, as contained page 20, in its entirety;
Substitute the revised APPRENTICESHIP PROGRAM QUESTIONNAIRE as contained on attached pages 20 (R) and 20 (a).
3. Refer to the Bid and Contract Documents, Volume 3 of 3, SCHEDULE A, page SA-4;
Delete the page SA-4, in its entirety;
Substitute the attached revised page SA-4(R).
4. Refer to the Bid Books, Volume 3 of 3, Volume 3 of 3, pages I-14, I-15, I-20, I-21, I-33 through 35 and I-42 through I-51;
Delete pages I-14, I-15, I-20, I-21, I-33 through 35 and I-42 through I-51, in their entirety;
Substitute the attached revised pages I-14(R), I-15(R), I-20(R), I-21(R), I-33(R) through 35(R) and I-42(R) through I-51a.

5. Refer to the Bid and Contract Documents, Volume 3 of 3, page I-110, Subsection , PRICE TO COVER, second line;
Add the word "insurance" after the word "materials".
6. Refer to the Bid and Contract Documents, Volume 3 of 3, page I-38, Subsection PK-124C.1, second line;
Delete the words "Drawing CS502.00 in".
7. Refer to the Bid and Contract Documents, Volume 3 of 3, I-PAGES, TABLE OF CONTENTS for Special Provisions, Page i;
Delete the TABLE OF CONTENTS, as contained on Page i, in its entirety;
Substitute the revised TABLE OF CONTENTS, as contained on attached page i(R).
8. Refer to the Bid and Contract Documents, Volume 3 of 3, SPECIAL PROVISIONS, page S-5;
Delete the page S-5, in its entirety;
Substitute the attached revised page S-5(R).
9. Refer to the Bid and Contract Documents, Contract Drawings NOS. DM-100.00, C-100.00, C-101.00, C-102.00, C-103.00, L-101.00, L-401.00, L-402.00, L-403.00, L-502.00, L-503.00, A-103.00, S-100.00, E-201.00, E-301.00, P-201.00, and P-202.00;
Delete DWG. NOS. DM-100.00, C-100.00, C-101.00, C-102.00, C-103.00, L-101.00, L-401.00, L-402.00, L-403.00, L-502.00, L-503.00, A-103.00, S-100.00, E-201.00, E-301.00, P-201.00, and P-202.00, in their entirety;
Substitute the attached revised DWG. NO. DM-100.00, C-100.00, C-101.00, C-102.00, C-103.00, L-101.00, L-401.00, L-402.00, L-403.00, L-502.00, L-503.00, A-103.00, S-100.00, E-201.00, E-301.00, P-201.00, and P-202.00.
10. For additional information see the attached page of "Questions Submitted by a Bidder and DDC's Responses".

END OF ADDENDUM NO. 1

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages, one hundred forty-seven (147) pages of attachments and seventeen (17) sheets of Contract drawings.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Bidder Name: _____

Project ID Number: _____

The Bidder MUST complete, sign, and submit this Apprenticeship Program Questionnaire with its bid.

1. Does the bidder have any Apprenticeship Program agreement(s) appropriate for the type and scope of work to be performed? (Note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).)

_____ YES _____ NO
2. Has/have the bidder's Apprenticeship Program agreement(s) been registered with, and approved by the New York State Commissioner of Labor ("NYSDOL Commissioner")?

_____ YES _____ NO
3. Has/have the bidder's Apprenticeship Program successfully passed the two-year Probation period following its initial registration with the New York State Department of Labor ("NYSDOL")?

_____ YES _____ NO

If the answers to Questions 1, 2, and 3 are "Yes". The bidder shall, in the space below (and/or attached herewith where applicable), provide the contact information for such Apprenticeship Program(s) as well as information demonstrating that such Apprenticeship Program(s) have passed the two-year Probation period following its initial registration with the NYSDOL. (The bidder may attach additional pages if necessary).

- **Where the bidder directly sponsors any such apprenticeship Program(s),** the bidder shall provide the following:
 - The trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner; and/or
 - A copy of a letter(s) from the NYSDOL, on NYSDOL's letterhead, executed by an official thereof, which verifies/verify the trade classification(s) covered by such program(s), and the date(s) such program(s) was/were approved by the NYSDOL Commissioner and the Active status of such program(s).
- **Where the bidder participates in any such Apprenticeship Program(s) through its membership in an employer organization(s) that directly sponsors such program(s) or where the employer association(s) participates in such program(s) through collective bargaining,** the bidder shall provide the following:
 - The contact information for the employer organization(s), and the apprenticeable trade(s) covered pursuant to the bidder's affiliation therewith, and the date such program(s) was/were approved by the NYSDOL Commissioner; or
 - A letter(s) from such employer organization(s), on letterhead of such organization(s), executed by an officer, delegate or official thereof, which verifies/verify the trade classification(s) covered by such program(s) was/were approved by the NYSDOL Commissioner, and that the bidder is both a member in good standing of the identified employer organization and is subject to the provisions of the Apprenticeship Program agreement(s) sponsored thereby.

APPRENTICESHIP PROGRAM QUESTIONNAIRE ("APQ")

Project ID Number: _____

- 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.

Bidder: _____

By: _____
(Signature of Partner or Corporate Officer)

Title: _____

Date: _____

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 300 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.

SECTION 4.13 GL
Concrete Sidewalk with Ground Glass Pozzolan

4.13GL.1. INTENT. This section describes construction of Concrete Sidewalk with Ground Glass Pozzolan.

4.13GL.2. DESCRIPTION. Concrete Sidewalk with Ground Glass Pozzolan shall be of the width specified and shall be laid on a foundation six (6") inches thick, unless otherwise specified

4.13GL.3. MATERIALS AND METHODS. All materials and methods shall comply with the requirements of Sub-sections 4.13.3 and 4.13.4 of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

Concrete with Ground Glass Pozzolan is exempt from the trial batch requirements of the QACS "Mix Design, Laboratory, and Plant Acceptance Protocol". Contractor shall provide mix designs that meet the proportions shown in below table.

GROUND GLASS CONCRETE PROPORTIONS

Component	Specific Gravity	20% Glass Mix		40% Glass Mix	
		Volume (CF/CY)	Weight (LBS/CY)	Volume (CF/CY)	Weight (LBS/CY)
Portland Cement	3.15	2.34	460	1.76	345
Ground Glass Pozzolan	2.60	0.71	115	1.42	230
Fine Aggregate	TBD	11.04	TBD	11.04	TBD
#67 Coarse Aggregate	TBD	7.13	TBD	7.13	TBD
Water	1.0	3.91	244	3.91	244
Air Entraining Admixture	TBD	43 oz / CY		43 oz / CY	
High Range Water Reducer	TBD	21 oz / CY		21 oz / CY	

Note 1 - Items in the above table labeled "TBD" are to be determined by the Contractor based on the materials proposed.

Note 2 - Admixture dosage for Air Entraining Admixture High Range Water Reducer are based on BASF MB-VR and BASF Glenium 7500. Contractor is to adjust air entraining admixture as required to achieve desired air entrainment.

Ground Glass Pozzolan shall be Pozzotive as supplied by Urban Mining Northeast, 270 North Avenue Suite 200, New Rochelle, NY 10801, (914) 355-9104, or an approved equivalent.

4.13GL.4. MEASUREMENT. The area of each type of concrete sidewalk with Ground Glass Pozzolan in square feet and the amount to be paid for under each item shall be determined by cores as provided in Section 5.04 of the NYCDOT Standard Highway Specifications.

In determining the area of Concrete Sidewalk with Ground Glass Pozzolan to be paid for under each type, the areas occupied by the tree wells, bases of columns, manhole heads, gate boxes and similar structures will be deducted from the measured area of concrete sidewalk when they measure more than one (1) square foot and will not be deducted when they measure one (1) square foot or less.

The Contractor is not to proceed with any sidewalk construction unless ordered to do so by the Commissioner or his authorized representative.

4.13GL.5. PRICES TO COVER. The contract price per square foot for each type of concrete sidewalk with Ground Glass Pozzolan shall cover the cost of all labor, materials, equipment, insurance, and incidentals required to construct concrete sidewalk of the thickness specified, complete, in place with foundation material in accordance with Subsection 4.13.4.(B) of the Standard NYCDOT Highway Specifications. The unit prices bid shall also include, but not be limited to, pigment when specified, curing, special scoring as may be required to match that of the adjacent existing sidewalk, and excavation (other than rock excavation) and backfilling, in full compliance with the requirements of the specifications, to construct test standards, to furnish such samples for testing and to provide such testing equipment, laboratory space and facilities as may be required and the cost of maintaining the sidewalk in good condition as specified in Section 5.05 of the NYCDOT Standard Highway Specifications.

Payment will be made under:

Item No.	Item	Pay Unit
4.13 AAS-GL20	4" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	S.F.
4.13 AAS-GL40	4" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	S.F.
4.13 BAS-GL20	7" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	S.F.
4.13 BAS-GL40	7" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	S.F.

(A) TIME OF PLANTING

Unless otherwise directed by the Engineer, deciduous material shall be planted from March 1st to June 15 and from October 15th to December 15th. Evergreen material shall be planted from April 1st to May 15th and from September 1st to October 15th, or as approved by the Engineer.

(B) EXCAVATION AND PLANTING

No planting shall be done except in the presence of the Engineer. All material shall be inspected by the Engineer as it is removed from the truck, prior to placing in an approved storage area or the designated planting site. All rejected material shall be removed from the site and replaced with acceptable material at no additional cost to the City.

For containerized material, girdling roots shall be removed. Circling roots shall be separated and spread out so as to not impede future growth. All shrubs shall be planted in the planting beds previously prepared or, where free standing, in individual pits. Individual shrub pits shall be the depth of the rootball and at least one foot wider than the ball of earth or spread of roots. All pits shall be circular in outline and dug with vertical sides. The Contractor shall scar the surface of the excavated pit walls to avoid a smooth glaze. No later than one hour after planting, all plants shall be thoroughly settled in with water.

Balled and burlapped material shall always be lifted and carried by its rootball. It shall be placed in the prepared planting pit by setting the shrub straight in the center of the pit, with the most desirable side facing toward the predominant view. After the soil settles, all plant material shall be at the same level as that at which it had grown in the nursery, i.e., with soil just to the base of the crown. Care shall be exercised in setting the plants plumb. All ropes, stones, etc. shall be removed from the pit before backfilling. Soil for backfill shall be loose and friable and not frozen or compacted. Cut and remove rope or wire from the top two-thirds (2/3) of the rootball and cut off the burlap back to the edge of the ball. Remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. Remaining lateral wire must be cut to prevent future root interference. Wire must not be galvanized or aluminum wire. Balled and burlapped plants shall be handled so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the base of the ball, the burlap shall be cut away from the upper half of the ball, and entirely removed. Soil shall be firmed at six (6) to eight (8") inch intervals and thoroughly settled with water.

Herbaceous, and Groundcover plants shall be carefully removed from containers or flats immediately prior to planting and set to the same depths as they were grown in the nursery bed or container, to the correct spacing indicated on the plans. Roots shall be arranged to their natural position and soil mix worked in among them, taking care to avoid bruising or damaging the roots. No later than one hour after planting, all plants shall be thoroughly settled in with water.

All of the above shall be planted according to best horticulture practice.

(C) BACKFILLING

Backfill for shrub beds shall consist of Engineered Soil and Sand as specified in **Section GI-2.13 A of this specification.**

(D) FINISHING SURFACE AFTER BACKFILLING
I-20(R)

The Contractor shall cultivate and rake over finished planting areas and shall leave the site in an orderly condition.

4.17SG.6. SECURITY. Where indicated on the drawings, various types of shrubs shall be secured against theft by the provision and installation of steel anchoring cables, clips, bolts, rubber or plastic cable sheaths, and various anchoring devices, as detailed on the Contract Drawings. No separate payment will be made for this work when it is indicated on the Contract Drawings, the cost of which shall be deemed included in the unit price bid for the various shrub planting items.

4.17SG.7. MAINTENANCE. Maintenance shall comply with the requirements of **Subsection 4.16.6 of the NYCDOT Standard Highway Specifications (Latest) as well as GI-5.09 WATERING AND WEEDING DURING MAINTENANCE PERIOD.**

4.17SG.8. REPLACEMENT. Replacement shall comply with the requirements of **Subsection 4.16.7 of the NYCDOT Standard Highway Specifications (Latest).**

4.17SG.9. MEASUREMENT. The quantity to be measured for payment hereunder shall be the number of plants of each species and size, furnished, planted and maintained in accordance with the Contract Drawings, specifications and directions of the Engineer.

4.17SG.10. PRICES TO COVER. The contract price for planting shall be a unit price per plant of each species and size and shall cover the cost of all labor, material, plant, equipment, inspection, insurance, and necessary incidentals required to complete the work of planting new plant materials, as shown on the Contract Drawings, as specified and as directed by the Engineer.

The cost of furnishing and incorporating topsoil, commercial fertilizer and mulch are also included in the unit price bid for each planting item.

Payment will be made under:

Item No.	Item	Pay Unit
4.17 AA	SHRUBS PLANTED, 15" TO 18" HIGH, ALL TYPES	EACH
4.17 AC	SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	EACH
4.17 ACA	SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	EACH
4.17 AB	SHRUBS PLANTED, 30" TO 36" HIGH, ALL TYPES	EACH
4.17 AD	SHRUBS PLANTED, 36" TO 48" HIGH, ALL TYPES	EACH
4-17 AE	SHRUBS PLANTED, 48" TO 60" HIGH, ALL TYPES	EACH
4.17 AF	SHRUBS PLANTED, 60" TO 72" HIGH, ALL TYPES	EACH
4.17 C1G	GRASSES PLANTED, 1 GALLON, ALL TYPES	EACH
4.17 C1Q	GRASSES PLANTED, 1 QUART, ALL TYPES	EACH
4.17 CPL	PLUGS, GRASSES	EACH
4.17 OG2G	ORNAMENTAL GRASS PLANTED, 2 GALLON	EACH
4.17 P1QT	PERENNIALS 1 QT	EACH
4.17 PG1G	PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	EACH
4.17 PG2G	PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	EACH
4.17 PGPL	PLUGS, PERENNIALS AND GROUNDCOVERS, PLANTED, ALL TYPES	EACH

SECTION 6.34 A
Temporary Fencing

6.34A.1. DESCRIPTION. Under this section, the Contractor shall furnish, erect, maintain, and remove, when directed, Temporary Fencing as shown on the Contract Drawings and directed by the Engineer. This section shall include both the relocation, maintenance of the existing plywood construction fence as per NYC Department of Buildings as well as Chain Link Fence as required and as specified below. Wood Slat Fence will be installed around completed landscaped areas and maintained for the duration of the 2 year maintenance period as specified in GI-5.09.

6.34A.2. MATERIALS AND METHODS. All materials and methods shall be as specified in Section 6.34 of the NYCDOT Standard Highway Specifications, with the following modifications and additions:

RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH shall be furnished under Item 6.34 WF. Currently, a wood construction fence, 8'-0" high, surrounds the property and consists of pressure treated wood 6x6 posts and painted plywood panels complying with NYC Department of Buildings Construction Fence requirements. This fence was left in place after demolition of the former Parking Garage at this site in 2015. This fence shall be used, modified re-aligned as required for the duration of TF18-2012N Queens Borough Parking Field project. The Contractor must secure and maintain a Department of Buildings Permit for Construction Fence for the duration of the construction. Changes in the fence alignment may be required in order to perform adjacent work. The work under this item shall consist of plywood (new and or relocated), top and bottom framing lumber, gates, posts embedded in the pavement or soil in concrete, and all necessary incidental in accordance with the Contract Drawings and the directions of the Engineer. The existing fence material are the property of New York City DOT and shall be removed from the site as per the direction of the Resident Engineer at the end of the project - either by properly disposing of the material or delivering salvaged plywood and posts to NYCDOT's maintenance yard.

TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH shall be furnished under Item 6.34 WF. This temporary fence shall be installed around all planted areas at the completion of planting. The fence shall be made of wood slat fence - 4'x 50' rolls with #1 grade wood slats 3/8" x 1 1/2" x 48". Each wood slat shall be bound together with five double strands of 13 gauge galvanized wire - the base metal of the wire shall be of a good commercial quality steel. The weight of the coating shall not be less than three-tenths (0.3) ounce per square foot of uncoated wire surface. Determined in accordance with AASHTO Designation T65 (Class 1) Weight of Coating on Zinc-Coated (Galvanized) Iron on steel Articles. The zinc coating shall adhere to the wire, without flaking and without being

removable by rubbing with bare fingers, when the wire is bent completely around a pin of the same diameter as that of the wire. The slats shall be spaced two and one-quarter (2-1/4") inch apart plus or minus 1/4", and there shall be not less than two (2) three hundred and sixty (360) degree twist of the wire in the weave between the slats. The fabric must be tightly woven so that the wire is forced into the wood slats sufficiently to hold them tightly. The strands of wire shall be spaced (10) inches apart and four (4) inches from the ends of the slat. The fence shall be stretched after weaving and before being placed in rolls. Use only natural finish slats. Posts shall Silver Galvanized Steel T Posts used in conjunction with steel T Post Clips that secure the slat and fence strand to the T post. T-posts should be placed a maximum of 10 feet apart. Vertical strand of fence should be sandwiched between flat side of T-post and a 1" x 2" wood slat. T-post clips can then be used to secure the slat and fence strand to the T-post

To connect fence sections, overlap 2 strand section from each end and weave a 1" x 2" slat through the overlapped strands. Fence should be tensioned by hand only - DO NOT USE MECHANICAL TENSIONERS. The unit price for this item shall include maintaining this protection for the entire 2 year plant maintenance warrantee period.

When directed by the Engineer, the Contractor shall remove and dispose of all temporary fences to the satisfaction of the Engineer. The Contractor shall then fill any post holes left compacted clean sand to a level below the new sub-grade elevations. Concrete used for setting of existing fence post-holes shall be removed in all cases where it will interfere with other work.

6.34A.3. MEASUREMENT. The quantities of Temporary Fences to be measured for payment shall be the number of linear feet satisfactorily installed, complete, measured in place, from center to center of end posts.

Payment will be made under 6.34 WF only for relocation within the project area AND for its removal at the end of the project as shown in the Contract Drawings or at the direction of the Engineer.

Payment will be made under 6.34 WS for the initial installation and again at the end of the first year of the planting warrantee period if determined by resident engineer that the bioswales require another year of protection. The unit price for 6.34WS shall in all cases include removal and proper disposal of the fence.

However, no payment will be made: for movements of temporary fencing of any type that are made for the Contractor's convenience; for movement of temporary fence at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of temporary fencing at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of temporary fence between initial installations.

6.34A.4. PRICE TO COVER. The price bid for the Temporary Fencing shall be a unit price per linear foot and shall cover the cost of all labor, materials, permits, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary fence; all in accordance with the Contract Drawings, the specifications and the directions of the Engineer.

Temporary fencing shall also include, but not limited to, any gates as may be required.

Payment will be made under:

Item No.	Description	Pay Unit
6.34 WF	RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH	L.F.
6.34 WS	TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH	L.F.

SECTION 9.91 A
Steel Sheet Piling

9.91A.1. Intent. This section describes the work of fabricating, furnishing and placing permanent steel sheet piling.

9.91A.2. Description. Under this section, the Contractor shall be required to fabricate, furnish, and place permanent steel sheet piling of the type and at the locations shown on the plans or as directed by the Engineer. Also included is the sheet pile benches to be shop fabricated using the same profile (note that placement of benches shall be by bolted connection to concrete foundation below the frost line instead of driving).

9.91A.3 References. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:

2014 BUILDING CODE OF THE CITY OF NEW YORK

FEDERAL SPECIFICATIONS (FS)

FF-W-84 Washers, Lock (Spring)

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design (AISC Steel Specification)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A36 Standard Specification for Carbon Structural Steel
 A153 Standard Specification for Zinc coating (Hot-Dip) on Iron and Steel Hardware.
 A307 Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
 A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
 A328 Standard Specification for Steel Sheet Piling
 A572 Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
 A992 Standard Specification for Steel for Structural Shapes for Use in Building Framing

AMERICAN WELDING SOCIETY (AWS)

D1.1 Structural Welding Code - Steel

STEEL STRUCTURES PAINTING COUNCIL (SSPC)

PA 1 Shop, Field, and Maintenance Painting
 PA 2 Measurement of Dry Coating thickness with magnetic gages.
 SP 5 White Metal Blast Cleaning
 SP 6 Commercial Blast Cleaning
 Paint 16 Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint

CODE OF FEDERAL REGULATIONS (CFR)

1910 Occupational Safety and Health Standards (OSHA)

The Contractor shall conform to the requirements of the above standards, unless otherwise specified herein. In the event of a conflict between these specifications and the referenced standards, the more stringent requirement shall control.

9.91A.4 Required Submittals for Engineer's Approval.

Equipment Descriptions - provide complete descriptions of sheet piling driving equipment including hammers, extractors, protection caps, and other installation appurtenances shall be submitted for approval prior to commencement of work.

Protective Coating Systems - submit product data for galvanizing and protective coating systems.

Shop Drawings - Design and Detail Drawings for sheet piling shall show complete piling dimensions and details, driving sequence, and location of installed piling. Detail drawings shall include details and dimensions of templates and other temporary guide structures for installing piling. Shop Drawing shall also show, sheeting length, depth, interlock details and corner details. Detail drawings shall provide details of the method of handling and driving piling to prevent permanent deformation, overstress, and damage to coatings and piling interlocks.

Design Data

1. Submit Design Calculations
2. Welding Procedures per AWS D1.1

Material Test Data - Sheet piling shall be tested and certified by the manufacturer to meet the specified chemical, mechanical, and section property requirements prior to delivery to the site. Testing of sheet piling for mechanical properties shall be performed after the completion of rolling and forming operations. Contractor shall submit mill test reports showing numerical values of chemical and mechanical properties of sheet piling and structural steel for permanent Work, in accordance with the applicable material specifications.

Interlocked Joint Strength in Tension Test Data - The interlocked strength in tension test shall conform to the piling manufacturer's standard test, include testing at least two 3 inch long coupons taken randomly from different as-produced piling of each heat, and shall be approved. Tests shall be performed to determine sheet pile interlock strength of two representative test specimens per heat. Joint length shall be at least three inches; and, minimum interlock strength shall be 12,000 pounds per lineal inch.

Contractor shall review all material test results prior to submittal, and shall certify conformance with the requirements of this Section of the Specification.

Certificates

1. Welder's Qualifications per AWS D1.1

Records

1. Material Test Records.
2. Driving Records: Records of the sheet piling driving operations shall be submitted no later than 7 days after driving is completed. These records shall provide a system of identification which shows the disposition of approved piling in the work, driving equipment performance data, piling penetration rate data, piling dimensions, and top and bottom elevations of installed piling.

Record Drawings

1. Pulling and Redriving - Contractor shall keep records of driving. Driving records shall include alignment and plumbness checks, location of splices and inspection of splice welds, and shall note driving equipment used and locations and depths where difficulty in driving was encountered.
2. Interlocked Joint Strength in Tension Test

9.91A.5. Materials. Steel Sheet Piling shall be of equivalent section to that shown on the plans. Steel Sheet Piling shall be new and unused conforming to the requirement of ASTM A572, Grade 60. Stock steel may be used. The Contractor shall furnish to the Engineer, certified copies of physical and chemical test results which shall include a sworn statement by a qualified mill representative to the effect that the subject material conforms to the requirements of the steel specified.

Sheet piling shall be for permanent or temporary service, as indicated on the Contract documents. Materials for temporary service that are removable shall remain the property of Contractor, and shall be removed from the site by Contractor at the completion of the Work, or such earlier time as directed by Resident Engineer.

All piles shall be delivered in one piece. The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation, but not more than 5 degrees when interlocked, and maintain continuous interlocking when installed. Sheet piling shall be sections of the dimensions shown on the Contract documents. A section of equal or greater modulus may be provided by Contractor, subject to approval of the Resident Engineer. Sheet piling shall be provided with standard pulling holes. Include information on painting or other.

Structural steel (including bracing, tie-rods, and other appurtenances) shall conform to ASTM A36 or A992, as applicable, or as otherwise noted on the Contract Documents.

High strength bolts, nuts, and washers shall conform to ASTM A325, unless otherwise noted on the Contract Documents.

Unfinished bolts, including nuts, shall conform to ASTM A307; lock washers shall conform to FS FF-W-84, Class A, Style 2. Bolt heads and nuts shall be hexagonal, unless otherwise noted on the Contract Documents.

Filler metals for welding shall conform to the requirements of AWS D1.1.

Protective Coatings- Contractor shall furnish and apply protective coatings as indicated on the Contract Documents. Contractor shall prepare and submit a written protective coating system description; including names of coating manufacturer and product to be used. The protective coating system description shall also include the coating manufacturer's recommendations for touch-up; including required surface preparation for touch-up.

For each coat, preparation of the substrate shall be in accordance with the following:

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion. Refer to product Application Bulletin for detailed surface preparation information. Minimum required surface preparation for Steel SSPC-SP10 / NACE 2 Near-White Blast Cleaning.

SHOP APPLIED PROTECTIVE COATING SYSTEM - provide a Pigmented Polyurethane over Epoxy Zinc-Rich Primer and High-Build Epoxy System (based on Master Painters Institute approved coating system type MPI EXT 5.1G)- Color to be silver grey. Contractor shall coat designated exposed faces of the permanent sheet pile wall with this shop applied coating for the length indicated on contract drawings:

- a. Prime Coat: Primer, zinc rich, epoxy, MPI #20.
 - 1) Sherwin Williams Zinc Clad IV, or
 - 2) PPG Architectural, Epoxy Zinc Rich Primer, or
 - 3) AkzoNobel, CATHACOAT 313, or
 - 4) Approved equal manufacturer's alternate product

- b. Intermediate Coat: Epoxy, high build, low gloss, MPI #108.
 - 1) Sherwin Williams Macropoxy, or
 - 2) PPG Architectural, High Build Epoxy Marine Coating, or
 - 3) AkzoNobel, BAR-RUST 235, or
 - 4) Approved equal manufacturer's alternate product

- c. Topcoat: Polyurethane, two component, pigmented, gloss, MPI #72.
 - 1) Sherwin Williams Zinc Clad IV, or
 - 2) PPG Architectural, Pitthane Urethane Enamel, or
 - 3) AkzoNobel, Devthane 379, or
 - 4) Approved equal manufacturer's alternate product

After installation, the exposed face of every other sheet shall be painted with two more coats of the two component Polyurethane listed above using the contrasting Bronze/Brown color to match the Architect's sample, as approved by the Engineer. The color change will be accomplished by switching color at each interlock centerline. Mask off adjacent pile as required.

NOTE - Sheet Pile bench to be entirely shop painted using the three coat system with bronze color only for the sheets and silver color only for the slotted bent plate seat.

ANTI-GRAFFITI COATING - A silicone based clear, permanent anti-graffiti top coat shall be applied to the entire wall with an airless sprayer after the painted piles have dried as per manufacturer's requirements. Product performance allows for repeated removal of graffiti before reapplication is required. The material should withstand up to 10 cycles of removal using power washing of cold water.

All field painting shall be done in dry conditions. All surfaces shall be free from moisture or frost when paint is applied, and painted surfaces shall not be permitted to become wet by condensation or otherwise be subjected to freezing temperatures until the paint has reached a hard set. No painting shall be started when the temperature of the metal or the surrounding air is less than five (5) degrees Fahrenheit above the dew point. Any paint injuriously affected by cold, rain, moisture, or condensation shall be entirely cleaned off and fresh paint applied.

All paint shall be stirred to agitate and emulsify the contents thoroughly. The paint shall be kept stirred and at a uniform consistency until applied. There shall be no thinning or modification of the paint except upon and in accordance with the specific approval of the Engineer.

The paint shall be applied either wholly by brush or, if approved by the Engineer, in part by brush and in part by approved airless spray in such a way as to secure an even paint film uniform in thickness, tint and consistency over the entire surface, free from pin holes, holidays, or excessive brush marks. The paint should be thoroughly dry before the application of successive coats.

Care shall be used to prevent paint dripping, splatterings or spraying of finished surfaces, and any such dripping, splatterings or spraying shall be cleaned off before the paint has dried. Mask off adjacent sheet piles to ensure alternating color effect of painting every other pile is achieved. Total Dry-Film Thickness shall not be less than 16 mils.

Protective coatings shall be intact when sheet piling Work is completed. Contractor shall touch up any damage to the protective coating during and after pile driving, in accordance with coating manufacturer's recommendations, and as approved by Resident Engineer. Exposed steel surfaces that have deteriorated below the degree of cleanness specified shall be recleaned to that degree.

The coating shall be considered damaged within 2 inch of any weld and shall be replaced even if no damage is apparent.

WATERPROOFING MEMBRANE APPLICATION AT PILE INTERLOCKING JOINT - on the backside of the top three feet of all exposed permanent sheet pile walls, provide self-adhering Modified Bituminous Sheet membrane at each joint. Sheet membrane should cover the joint between sheets with 6" lap on either side of joint (12" wide strip). Sheet membrane shall not be exposed to UV for an extended period and so application must be done just prior to backfilling

and should be fully covered by fill material when complete. Provide drainage composite board for added protection during backfilling operations.

Modified Bituminous Sheet Membrane Requirements: Minimum 60-mil nominal thickness, self-adhering sheet consisting of 56 mils of rubberized asphalt laminated on one side to a 4-mil-thick, polyethylene-film reinforcement, and with release liner on adhesive side; formulated for application with primer or surface conditioner that complies with VOC limits of authorities having jurisdiction.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Hydrotech, Inc; VM60.
 - b. Carlisle Coatings & Waterproofing Inc; CCW MiraDRI 860/861.
 - c. Tamko Building Products, Inc; TW-60.
 - d. GCP Applied Technologies, Bituthene® 3000
2. Physical Properties:
 - a. Tensile Strength, Membrane: 250 psi minimum; ASTM D 412, Die C, modified.
 - b. Ultimate Elongation: 300 percent minimum; ASTM D 412, Die C, modified.
 - c. Low-Temperature Flexibility: Pass at minus 20 deg F ; ASTM D 1970.
 - d. Crack Cycling: Unaffected after 100 cycles of 1/8-inch movement; ASTM C 836.
 - e. Puncture Resistance: 40 lbf minimum; ASTM E 154.
 - f. Water Absorption: 0.2 percent weight-gain maximum after 48-hour immersion at 70 deg F ; ASTM D 570.
 - g. Water Vapor Permeance: 0.05 perms maximum; ASTM E 96/E 96M, Water Method.
 - h. Hydrostatic-Head Resistance: 200 feet minimum; ASTM D 5385.
3. Protection Board: Protect membrane after installation and prior to backfilling with drainage composite board material approved by the membrane manufacturer.

9.91A.6. Methods. Steel Sheet Piling shall be placed in accordance with the plans and directions of the Engineer. Subject to Engineer's approval, steam, pneumatic or Diesel powered hammers or vibratory hammers shall be used to drive all piling. It is contractor's responsibility to choose appropriate hammer system and install sheet piling to design tip elevation without damaging sheet piling.

Any material which stops the driving of sheet piling shall be removed by the Contractor. Contractor shall be aware that obstruction may be encountered at certain areas of the site. If obstructions restrict driving a piling to the specified penetration, it is contractor's responsibility to remove

obstructions either by excavating, drilling and spudding, or penetrated with a chisel beam, and install sheet piling to design depths without compromising the adequacy and stability of the sheet piling.

Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

Subsoil Information: Boring logs and locations are provided for information. Contractor is responsible for any conclusions it may draw from this information, including the character of the materials that may be encountered and the degree of difficulty to be expected in the performance of the Work. Resident Engineer does not guarantee that materials other than those disclosed by the borings will not be encountered, or that proportions and character of the various materials will not vary from those indicated in the boring logs, or that driving effort will not vary from that indicated for test piles.

Design and Detailing for Permanent Work - the locations, arrangements, lengths, and sections of permanent sheet piling, bracing, and major appurtenant items shall be as indicated on the Contract documents. Contractor shall design and detail all corners, wyes, and other special shapes, connections, and appurtenant items necessary to make the permanent Work complete. Design shall conform to the AISC Steel Specification. Contractor shall submit detail drawings and computations bearing the signature and seal of a Professional Engineer licensed in the State of New York.

Alignment of Piling. Contractor shall furnish necessary surveying services for establishing sheet piling locations. Any sheet piles driven more than three inches from the location indicated on the Contract documents will not be acceptable.

Sheet Piling shall be driven plumb. For permanent Work, deviation from plumb position of more than one-eighth inch per foot shall be cause for rejection.

Contractor shall provide suitable guide structures to ensure that piles and driving equipment are properly aligned during driving. Guide structures shall be equipped with suitable devices to avoid damaging protective coatings of piling.

If, at any time, the piling is found to be out of plumb in the plane of the wall, Contractor shall provide tapered piles or take other corrective measures to ensure plumbness of the succeeding.

Driving: Piles shall be driven to the depths indicated on the Contract documents, or on the Contractor's drawings reviewed by Resident Engineer. A protective cap shall be used in driving to prevent damage to the tops of piles.

Permanent sheet piling driven to the required depth and extending above the top elevation indicated on the Contract

documents shall be trimmed off at that elevation after approval by Resident Engineer. Do not over drive sheet piles - leave sufficient material above top of wall elevation so that trimming of wall removes all lifting holes as well as any marks or defects in the sheet pile profile resulting from driving operation.

Piles driven to the required depth, that for any reason will be too short to reach the required elevation, shall be extended by splicing, as approved by Resident Engineer but under no circumstances will splices be permitted in permanently exposed locations. Contractor to plan driving operation and material selection accordingly.

Each sheet pile shall be interlocked with adjoining sheet piles for its entire length. Where ball and socket interlocks are indicated on the Contract documents, piles shall be driven with the ball edge leading. Sheet piles driven out of interlock with adjacent sheet piles shall be removed and replaced with new sheet piles by Contractor.

If the driving of a sheet pile tends to drag an adjacent sheet pile below grade, it shall be reported to Resident Engineer prior to any remedial action. Remedial action shall be as approved by Resident Engineer.

Jetting shall not be used except as specifically approved by Resident Engineer.

Temporary wales, templates, master pilings, current deflectors, or guide structures shall be provided to insure that the pilings are placed and driven to the correct alignment. At least two templates shall be used in placing each piling and the maximum spacing of templates shall not exceed 20 feet.

Pilings shall be driven to the tip elevation indicated on the Contract documents, with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths. Driving/vibratory hammers shall be maintained in proper alignment during driving operations by use of leads or guides attached to the hammer. A protecting cap shall be employed in driving when using impact hammers to prevent damage to the tops of pilings. Pilings damaged during driving or driven out of interlock shall be removed and replaced at the Contractor's expense. Pilings shall be driven without the aid of a water jet. The maximum permissible taper for any pile shall be 0.5 percent. Additional costs induced in modifying pile cap, as a result of piles driven out of tolerances, including design costs, shall be to Contractor's account. Pilings in each run or continuous length of piling wall shall be driven alternately in increments of depth to the required depth or elevation. No piling shall be driven to a lower elevation than those behind it in the same run except when the pilings behind it cannot be driven deeper. If the piling next to the one being driven tends to follow below final elevation, it may be pinned to the next adjacent piling. If obstructions restrict driving a

piling to the specified penetration, the obstructions shall be removed either by excavating, drilling and spudding, or penetrated with a chisel beam. Pilings shall be driven to depths shown and shall extend up to the elevation indicated for the top of pilings.

Cutting Off - Piles driven to the required depth and pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. A straight edge shall be used in cuts made by burning to avoid abrupt nicks.

Inspection of Driven Piling - the Contractor shall inspect the interlocked joints of driven pilings extending above ground. Pilings found to be out of interlock shall be removed and replaced at the Contractor's expense.

Pulling and Redriving - the Contractor shall pull selected pilings after driving to determine the condition of the underground portions of pilings when directed. The Resident Engineer may direct the Contractor to pull up to one percent of the driven pilings. Any piling so pulled and found to be damaged shall be removed and replaced at the Contractor's expense. Pilings pulled and found to be in satisfactory condition shall be redriven when directed at the Contractor's expense. If more than 10 percent of the pulled piles are found to be damaged, the Resident Engineer may request the Contractor to pull an additional one percent of the driven pilings, and remove damaged piles, as described above, at the Contractor's expense.

9.91A.7 Quality assurance. Company specializing in performing the Work of this Section shall have at least three years minimum experience. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Work of this Section shall be subject to the requirements of Controlled Inspection as defined and regulated by the New York City Building Code.

9.91A.8 Product Handling. Contractor shall deliver all tools, materials and equipment to job site. Store in a secure location, as approved by the Resident Engineer, to prevent damage, etc.

Materials delivered to the site shall be new, undamaged, and accompanied by certified test reports. The manufacturer's logo and mill identification mark shall be provided on the sheet piling as required by the referenced specifications. Sheet piling shall be stored and handled in the manner recommended by the manufacturer to prevent permanent deformation, overstress, and damage to coatings and the interlocks. Sheet piles shall be stored only in approved staging and laydown areas.

Material for temporary service shall be free of defects and distortions that could affect performance.

Storage of materials shall be such that sagging that could produce permanent deformation shall be prevented. Concentrated loads that occur during stacking or lifting shall be maintained at less than those that could produce permanent deformation of the material.

Handling devices shall be so designed that damage to protective coatings is prevented.

9.91A.9 Equipment. Contractor shall use appropriate equipment as necessary to meet the specified requirements and the methods for proper performance and execution of the Work of this Section.

Contractor shall submit complete descriptions of the equipment for the Work, including caps, leads, and guides where required. The description of the hammer proposed for driving piles shall include make and model number, weight and length of stroke of striking parts, the number of blows per minute at which it operates, the area of the piston, and the effective pressure on the piston to be maintained during driving for double acting hammers.

Contractor shall make such substitutions and modifications, in accordance with Resident Engineer's requirements, found to be necessary during the progress of the Work.

Driving Hammers shall be steam, air, hydraulic, or diesel drop, single-acting, double-acting, differential-acting type. The driving energy of the hammers shall be as recommended by the manufacturer for the piling weights and subsurface materials to be encountered.

Alternatively, a vibratory hammer may be used, also as recommended by the manufacturer for the piling weights and subsurface materials to be encountered.

9.91A.9 Fabrication. Steel Construction shall be in accordance with the AISC Steel Specification. Work shall include cutting of openings, after driving, as indicated on the Contract documents.

Splices in sheet piling, as approved by Resident Engineer, shall be full-penetration butt-welded. Splices shall not be permitted at any exposed conditions. When adjacent piles are each to be spliced, splices shall be staggered not less than ten feet.

No field splices are permitted unless contractor is directed otherwise by Engineer.

Splices shall be fabricated to assure alignment of the spliced parts. Change in slope between parts spliced shall not exceed 1/500.

Contractor shall determine weldability of sheet piling to be welded, and shall establish welding procedure by qualification in accordance with AWS D1.1. Contractor shall provide inspection of welding, and shall submit qualification records of welders and welding procedures.

9.91A.5. Measurement. The quantity to be measured for payment for PERMANENT STEEL SHEET PILING (including Sheet Pile Benches) shall be the number of square feet of steel sheet piling obtained by multiplying the vertical length of pilings measured between the payment lines herein described, by the horizontal length of piling shown on the plans or approved by the Engineer. The vertical length of piling is that length measured between the upper and lower payment lines. The upper payment line, unless otherwise specified on the plans or approved by the Engineer, shall be the actual elevation shown on the plans for the top of sheet piling. The lower payment line shall be established at the minimum penetration depth below the mud line shown on the plans or ordered by the Engineer.

The horizontal length shall be measured along a projection of the piling on a plane parallel to and midway between the front and rear face of the piling wall.

The quantity to be measured for payment for PAINTING OF PERMANENT SHEET PILING shall be the number of square feet of steel sheet piling obtained by multiplying the exposed vertical length of pilings measured between final grade at the bottom of the exposed face, by the horizontal length of piling shown on the plans or approved by the Engineer. The upper payment line, unless otherwise specified on the plans or approved by the Engineer, shall be the actual elevation shown on the plans for the top of sheet piling.

The horizontal length shall be measured along a projection of the piling on a plane parallel to and midway between the front and rear face of the piling wall.

9.91A.6. Price to Cover. The unit price bid per square foot of steel sheet piling shall cover the cost of all labor, material, plant, equipment, insurances, possible penetration through obstructions, and incidentals necessary to complete the work of installing steel sheet piling, including but not limited to the furnishing of shop drawings and all welding, all in accordance with the plans, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
9.91 A	PERMANENT STEEL SHEET PILING	S.F.
9.91 SP	PAINTING OF PERMANENT STEEL SHEET PILING	S.F

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
A.	LINES AND GRADES	S-1
B.	SPECIFIC TRAFFIC STIPULATIONS	S-1
C.	HOLIDAY CONSTRUCTION EMBARGO	S-1
D.	DISPOSAL OF EXCESS EXCAVATED MATERIAL	S-2
E.	SCHEDULE OF WORK	S-2
F.	SCHEDULING PRESENTATION	S-3
G.	ACCELERATED PROJECT SCHEDULE AND COMBINATION OF STAGES	S-3
H.	NO EXTENSION OF TIME FOR WINTER SHUT-DOWN	S-3
I.	NOTIFICATION OF PRIVATE UTILITIES	S-3
J.	CLEANING OF DRAINAGE STRUCTURES	S-3
K.	SPECIAL INSPECTION	S-5
L.	GEOTECHNICAL ENGINEERING REPORT	S-5
M.	USE OF CITY WATER	S-5
N.	FUEL COST	S-5
O.	START OF CONTRACT WORK	S-5
P.	PRICES TO INCLUDE	S-5
	OCMC TRAFFIC STIPULATIONS	S-6
	INTERPRETIVE MEMORANDUM # 2	S-7

warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under "Special Inspections".

1. The contractor must coordinate with the Resident Engineer or DDC Project Manager to provide access and schedule the work for inspection by the Special Inspector.

L. GEOTECHNICAL ENGINEERING REPORT. The Geotechnical Engineering Report (total 91 pages) is attached to the Addendum No. 1.

M. USE OF CITY WATER. The Contractor is notified that for use of City water under this project the Contractor shall be required to obtain a water use permit from the Department of Environmental Protection at the Contractor's own cost.

N. 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.

O. 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.

P. 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.

Questions Submitted by Bidders and DDC's Responses

- Question# 1. On drawing E-201 note #5- what is the pay item for the three PEC trough mentioned?
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 2. E-201 Under what pay item are the twin arm poles included? This applies to tag # QB23-27, QB 6 and QB 8.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 3. E-201 legend states "30' Davit poles". The bid book has items SL-21.03.02,SL-21.03.05 which are 8S poles. Which is correct?
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 4. Similarly, what standard drawing are the poles based on, E-3788A or J3535?
DDC'S RESPONSE: REFER TO J-5309 and E-3788A FOR STANDARD DRAWINGS OF POLES AND FOUNDATION DETAILS - AS NOTED ON THE ELECTRICAL DRAWINGS.
- Question# 5. E-201 indicates some poles with 14' shafts. What is the pay item for these poles and what standard drawing are they based?
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 6. Bid Item SL-24.02.12 is for arms on existing poles. All poles appear to be new, what tag numbers do these apply to?
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 7. Bid Item SL-26.01.04 has a quantity of 12. Drawing E-201 note 5 calls for a three PEC trough. Where are the other nine PEC units to be installed? If installed on heads are these heads not fed from the three relay cabinet?
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 8. The contract documents do not include soil borings. The scope of work includes over 28,000sf of steel sheet piling and soil borings are required to accurately estimate the cost.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 8.
- Question# 9. The contract requires Engineer's Filed Office Type C with a minimum usable floor space of 1200 s.f. the contract documents do not show the location of the field office. With the new parking filed taking up the full city block and the parking in the area occupying all adjacent areas please provide a proposed location for the contractors staging and filed office areas. Can the engineers and contractors' trailers be locating in the roadway adjacent to the project site?
DDC'S RESPONSE: THE LOCATION(S) OF STAGING AREAS AND OFFICE WILL BE COORDINATED WITH CONSTRUCTION MANAGER DURING CONSTRUCTION.

- Question# 10. Demolition Note #6 on drawing DM100.00 requires two watchpersons on an around the clock basis required during the working and non-working hours. Is there a separate payment item for and clarify if two are required during the working hours or just during the non-working hours.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.
- Question# 11. On drawing DM-100 is a removing note for foundations, curbs, sidewalks and it is referring to Item 6.27 as Typ., but this item number doesn't exist on bid schedule form of the project. Where these activities will be included.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.
- Question# 12. On drawing DM-100 and drawing C-103 is a note of proposed 8' High plywood construction fence/gate referring to item 6.34 WF, but this item on the bid schedule is a relocate existing fence. We will relocate the exist fence/gate or we will build a new fence/gate.
DDC'S RESPONSE: FENCE IS EXISTING. SEE ADDENDUM NO. 1, ARTICLE NO. 9.
- Question# 13. The bid schedule refers to 6.34 ADT TEMPORARY CHAIN LINK FENCE. 8'-0" HIGH, but it is unclear on the drawings where this will be used.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 14. Drawing C-103 notes referring to item 9.30 for soil erosion and sediment control plan, including stabilized construction entrance. Item 9.30 doesn't exist at the bid schedule.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.
- Question# 15. Drawing L-101 Enlarged Layout. Concrete curb Item 4.08 AA as per detail 3/CS-501. No drawing CS-501 included.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.
- Question# 16. We need dimensions (or stations on the drawings) for the various sheet piling walls. When we scale off the drawing our quantities do not match the quantities in the bid items.
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.
- Question# 17. Sheet piling coating spec. does not make any sense. On S-100 notes say coating on street side only, and painting on both sides. Specs. call for field coating only. In order to apply coal tar epoxy it is necessary to sand blast to near white, this is very difficult to do in the field. Also it calls for coating three feet below grade. Do you have to excavate down three feet and field coat? The only option that makes sense is to shop coat the sheets with one of the colors and field coat the alternating sheets. Another issue with field coating only is that the interlocks will not be coated and eventually rust will be visible in every interlock.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 4.

Question# 18. For sheet piling, we need product information on self-adhered sheet membrane called out for on A-103.00. How wide is the membrane and how far below the top of the sheet will it extend.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 4.

Question# 19. We cannot find the temporary steel sheet piling Item 9.91C, where on the drawings is it shown.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 4.

Question# 20. Please refer to drawing L-503.00, please clarify when Detail No. 9 is applicable vs. when Detail No. 10 is to be used.

DDC'S RESPONSE: THE TWO DETAILS REFER TO DIFFERENT CONDITIONS AS SHOWN ON THE GRADING PLAN. DETAIL 9 IS FOR TREES PLANTED AT THE BOTTOM OF THE SWALE, AND DETAIL 10 IS FOR TREES PLANTED ON THE MOUNDS WITHIN AND ADJACENT TO SOME OF THE SWALE AREAS.

Question# 21. Specification Section GI-5.05 Planting in Bioswales, Rain Gardens And Perimeter Areas Not in the Right Of-Way part GI-5.05.6 states, "No separate payment will be made for this work, the cost of which shall be deemed to be included under other scheduled items, as appropriate." The Planting Legend on drawings L-402.00 and L-403.00, Planting Plan - Perimeter Landscape and Planting Plan - Bioswales respectively, call out specific pay items for the plantings. Please clarify whether or not the interior plantings on the site will be measured for payment.

DDC'S RESPONSE: ALL PLANTS TO MEASURED FOR PAYMENT AS PER ITEMS SCHEDULED UNDER 4.16 and 4.17. HOWEVER, PLANTS INSTALLED WITHIN THE BIOSWALES MUST ALSO MEET ALL REQUIREMENTS OF GI-5.05. AS STATED ABOVE THE COST OF THE ADDITIONAL REQUIREMENTS DEFINED IN GI-5.05, "SHALL BE DEEMED TO BE TO BE INCLUDED UNDER OTHER SCHEDULED ITEMS, AS APPROPRIATE".

Question# 22. The Planting Legend on drawings L-402.00 and L-403.00, Planting Plan - Perimeter Landscape and Planting Plan - Bioswales respectively, make reference to Item PGPL. Item PGPL is not included in the Bid Schedule do this refer to Item 4.17 PGPL?

DDC'S RESPONSE: NOTATION ON SCHEDULES SHOULD READ "4.17PGPL".

Question# 23. The Planting Schedule on Drawing L-502.00 refers to Item 4.16 CA however it is not included in the Bid Schedule; please advise.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.

Question# 24. Please refer to Drawing C-102.00 Drainage Plan, the Stormwater Inlet structures have Invert Out elevations but no pipe is shown on the plan connecting the inlets to other structures; please clarify. Please provide a detail of the Stormwater Inlets, Item GI-5.13A.

DDC'S RESPONSE: STRUCTURES SHOWN ARE THE INLETS TO THE BIOSWALES. THE OUT ELEVATION ALLOWS FOR THE DAYLIGHTING OF PARKING AREA STORMWATER INTO THE SWALE – THEREFORE THIS STRUCTURE IS NOT "CONNECTED" TO OTHER STRUCTURES.

Question# 25. Please refer to Specification Section PK-124 C - Catch Basins, Part 1 states, "Under this item, the Contractor shall furnish and install CATCHBASINS, as per the details on Drawing CS502.00 in the Contract Drawings." Drawing CS502.00 is not included in the Contract Documents; please provide.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.

Question# 26. NYCDEP requires video pipe inspection to be done before and after tying into and existing sewer (Item 53.11DR), where are we to include the cost of this work? Please also specify the length of the existing box culvert that we will have to survey.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.

Question# 27. At the northeast corner of the site there is an existing drainage structure inside the property that connects to the chamber in the intersection of Union Turnpike and 132nd Ave. This structure is not indicated to be removed on the Demolition Plan (Drawing DM-100.00), please specify how we are to deal with this structure as the proposed sheet pile retaining wall will cut right through the connection pipe.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.

Question# 28. Bid Item # SL-20.02.02 specifies a standard anchor bolt foundation per NYCDOT Standard Drawing # E-3788. Electrical Note # 4 on Dwg. E-201.00 states to provide "Davit" type pole foundations per NYCDOT Standard Drawing # J-5309. General Note #10 on Dwg. # E-201.00 states to provide foundations for light poles per NYCDOT Standard Dwg. # E-3884. Please clarify.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.

Question# 29. Drawing # E-201.00, Electrical note #2 states a 3-Relay control cabinet shall be utilized. Under which bid item is this 3-Relay control cabinet to be furnished and installed?

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.

Question# 30. The legend on contract Drawing # E-201.00 shows a symbol for a Type 2424 Roadway Concrete Box with Cast Iron Frame and Cover per NYCDOT Standard Drawing # J-3179B. Please be advised that a 24x24 sized box is not an option / shown on this drawing, please clarify size. Also the legend refers to item # E 260533 C for this box but no such bid item exists, please clarify.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1 and 9.

Question# 31. Detail 3 on contract Drawing # E-301.00 shows a Crouse-Hinds LED light fixture inside the RPZ vault. It references a bid item # E 262726 B but no such bid item # exists. Please clarify

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1 and 9.

Question# 32. The plans and specifications show that the project involves a lot of landscaping work, such as planting trees, shrubs, etc. However, only 50 hours are given for the tree consultant (Item 4.21) in the bid item list. Is this number correct?

DDC'S RESPONSE: THE BID SCHEDULE HOURS ARE CORRECT.

Question# 28. Items # 4.17AB, 4.17AC, 4.17AD, 4.17AE, 4.17C1G, 4.17C1Q, 4.17OG2G, 4.17PG1G, & 4.17PG2G there is no planting schedule listing the variety & types of plants to be used.

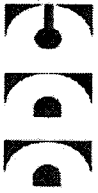
DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.

Question# 33. Items #4.17 CPL & 4.17PGPL, the bid item list has a different quantity from the plant schedule on L-502.00.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 1.

Question# 34. Please Drawing C-101 and C-102 has a following note - " REFER TO DRAWING L-504 – BIOSWALE DETAILS FOR ADDITIONAL INFORMATION ON THE BIOSWALES" but Drawing L504 doesn't exist.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 9.



6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016TR00002C
PROJECT ID: TF18-2012N

BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) **PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.**
Alterations must be initiated in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 [REVISION # 1] Through B - 30 [REVISION # 1]

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

B - 3
[REVISION # 1]

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
001	4.02 AF-2RAP RECYCLED ASPHALT PAVEMENT (RAP) CONCRETE WEARING COURSE 2" THICK	10,810.00	S.Y.				
002	4.02 CA-6RAP RECYCLED ASPHALT PAVEMENT (RAP) BINDER MIXTURE 6" THICK	10,810.00	S.Y.				
003	4.06 CONCRETE IN STRUCTURES, CLASS A-40	280.00	C.Y.				
004	4.08 AA CONCRETE CURB (18" DEEP)	3,000.00	L.F.				
005	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	1,460.00	L.F.				
006	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	88.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS	CTS
007	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	160.00	L.F.			
008	4.11 AS EARTH EXCAVATION FOR STRUCTURES	100.00	C.Y.			
009	4.11 CA FILL, PLACE MEASUREMENT	9,000.00	C.Y.			
010	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	13,320.00	S.F.			
011	4.13 AAS-GL20 4" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	4,000.00	S.F.			
012	4.13 AAS-GL40 4" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	1,000.00	S.F.			

6/23/2016 12:00 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
013	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	1,000.00	S.F.				
014	4.13 BAS-GL20 7" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	318.00	S.F.				
015	4.13 BAS-GL40 7" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	437.00	S.F.				
016	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	80.00	S.F.				
017	4.14 STEEL REINFORCEMENT BARS	10,000.00	LBS.				
018	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	2.00	EACH				

6/23/2016 12:00 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
019	4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER)	5.00	EACH				
020	4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER)	10.00	EACH				
021	4.16 AD TREES REMOVED (24" CALIPER AND OVER)	3.00	EACH				
022	4.16 BA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	45.00	EACH				
023	4.16 BA510 TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	33.00	EACH				
024	4.16 STUMP STUMP REMOVAL	6.00	UNITS				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
025	4.17 AA SHRUBS PLANTED, 15" TO 18" HIGH, ALL TYPES	2,998.00	EACH				
026	4.17 AB SHRUBS PLANTED, 30" TO 36" HIGH, ALL TYPES	15.00	EACH				
027	4.17 AC SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	15.00	EACH				
028	4.17 ACA SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	26.00	EACH				
029	4.17 AD SHRUBS PLANTED, 36" TO 48" HIGH, ALL TYPES	15.00	EACH				
030	4.17 AE SHRUBS PLANTED, 48" TO 60" HIGH, ALL TYPES	15.00	EACH				

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				DOLLARS	CTS	DOLLARS	CTS
031	4.17 AF SHRUBS PLANTED, 60" TO 72" HIGH, ALL TYPES	43.00	EACH				
032	4.17 C1G GRASSES PLANTED, 1 GALLON, ALL TYPES	15.00	EACH				
033	4.17 C1Q GRASSES PLANTED, 1 QUART, ALL TYPES	15.00	EACH				
034	4.17 CPL PLUGS, GRASSES	123,950.00	EACH				
035	4.17 OG2G ORNAMENTAL GRASS PLANTED, 2 GALLON	15.00	EACH				
036	4.17 P1QT PERENNIALS 1 QT	15.00	EACH				

6/23/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
037	4.17 PG1G PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	15.00	EACH				
038	4.17 PG2G PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	15.00	EACH				
039	4.17 PGPL PLUGS, PERENNIALS AND GROUND COVERS, PLANTED, ALL TYPES	32,099.00	EACH				
040	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	2.00	EACH				
041	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	5.00	EACH				
042	4.18 RP ROOT PRUNING	7.00	EACH				

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043	4.21 TREE CONSULTANT	50.00	P/HR		
044	50.21S0C1048V STANDARD MANHOLE TYPE C-1 ON 48" HDPE SEWER	4.00	EACH		
045	50.41M6S6 66? D.I.P. CLASS 56 STORM SEWER ON CRUSHED STONE BEDDING	125.00	L.F.		
046	51.11D006 STANDARD 6'-0" DIAMETER PRECAST DROP-PIPE MANHOLE (TYPE I)	1.00	EACH		
047	51.41S002 STANDARD CATCH BASIN, TYPE 2	3.00	EACH		
048	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	100.00	L.F.		

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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				DOLLARS	CTS	DOLLARS	CTS
049	55.11AB ABANDONING BASINS AND INLETS	1.00	EACH				
050	6.02 AAN UNCLASSIFIED EXCAVATION	450.00	C.Y.				
051	6.02 PA PNEUMATIC EXCAVATION AROUND TREES	50.00	C.Y.				
052	6.18 SW STEEL WELDED WIRE FENCE, 4'-6" HIGH	885.00	L.F.				
053	6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	2.00	EACH				
054	6.23 BCS FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	2,000.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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				DOLLARS	CTS	DOLLARS	CTS
055	6.23 BFC FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH				
056	6.23 BGSE FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	100.00	L.F.				
057	6.23 BHE FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	2.00	EACH				
058	6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	2.00	SETS				
059	6.25 RS TEMPORARY SIGNS	50.00	S.F.				
060	6.26 TIMBER CURB	100.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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				DOLLARS	CTS	DOLLARS	CTS
061	6.27 DEMOLITION OF STRUCTURES	1.00	L.S.				
062	6.28 AA LIGHTED TIMBER BARRICADES	10.00	L.F.				
063	6.30 AA BEAM TYPE GUIDE RAIL	860.00	L.F.				
064	6.30 UA ANCHOR UNIT FOR BEAM TYPE GUIDE RAIL	6.00	EACH				
065	6.31 WS PRECAST CONCRETE WHEEL STOPS	30.00	EACH				
066	6.34 WF RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH	2,000.00	L.F.				

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				DOLLARS	CTS	DOLLARS	CTS
067	6.34 WS TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH	2,000.00	L.F.				
068	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	10.00	C.Y.				
069	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	16.00	MONTH				
070	6.41 LINE AND GRADE SURVEYS	1.00	L.S.				
071	6.43 PHOTOGRAPHS	100.00	SETS				
072	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	6,400.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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				DOLLARS	CTS	DOLLARS	CTS
073	6.46 DENSE-GRADED STONE BASE	5,500.00	C.Y.				
074	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	1,000.00	L.F.				
075	6.50 CLEANING OF DRAINAGE STRUCTURES	13.00	EACH				
076	6.52 CG CROSSING GUARD	200.00	P/HR				
077	6.55 SAWCUTTING EXISTING PAVEMENT	2,220.00	L.F.				
078	6.59 P TEMPORARY CONCRETE BARRIER	1,980.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

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				DOLLARS	CTS	DOLLARS	CTS
079	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	500.00	C.Y.				
080	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	20.00	S.F.				
081	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	104.00	L.F.				
082	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.				
083	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	120.00	L.F.				
084	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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				DOLLARS	CTS	DOLLARS	CTS
085	6.83 BA INSTALLING TRAFFIC SIGNS	50.00	S.F.				
086	6.83 BB INSTALLING TRAFFIC SIGN POSTS	120.00	L.F.				
087	6.86 AA FURNISHING NEW STREET NAME SIGNS	30.00	S.F.				
088	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	140.00	L.F.				
089	6.86 BA INSTALLING STREET NAME SIGNS	30.00	S.F.				
090	6.86 BB INSTALLING STREET NAME SIGN POSTS	140.00	L.F.				

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COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
091	6.87 PLASTIC BARRELS	150.00	EACH				
092	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.				
093	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	175.00	C.Y.				
094	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 10,000.00	10.00	MONTH				
095	7.55 NEW PIPE RAILINGS	350.00	L.F.				
096	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 310.00	1.00	L.S.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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				DOLLARS	CTS	DOLLARS	CTS
097	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 75.00	243.00	EACH				
098	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	243.00	EACH				
099	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 80.00	9.00	BLOCK				
100	70.61RE ROCK EXCAVATION	50.00	C.Y.				
101	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	5.00	C.Y.				
102	9.00 C EXPLORATORY TEST PITS	250.00	C.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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103	9.13 HD12 12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	1,250.00	L.F.		
104	9.13 HD15 15" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	220.00	L.F.		
105	9.13 HD48P 48" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE (Perforated)	600.00	L.F.		
106	9.30 STORM WATER POLLUTION PREVENTION	1.00	L.S.		
107	9.91 A PERMANENT STEEL SHEET PILING	27,500.00	S.F.		
108	9.91 SP PAINTING OF PERMANENT STEEL SHEET PILING	13,500.00	S.F.		

6/23/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
109	E 260519 B LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 2 AWG WIRE)	100.00	L.F.				
110	E 260519 BA LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 1/0 AWG WIRE)	100.00	L.F.				
111	E 260519 C LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 4 AWG WIRE)	2,000.00	L.F.				
112	E 260519 D LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	100.00	L.F.				
113	E 260519 G LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 10 AWG WIRE)	100.00	L.F.				
114	E 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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				DOLLARS	CTS	DOLLARS	CTS
115	E 260533 A0.75 METAL CONDUIT AND TUBING (3/4" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.				
116	E 260533 A1.0 METAL CONDUIT AND TUBING (1" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.				
117	E 260533 AC METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	2,000.00	L.F.				
118	E 260533 AD METAL CONDUIT AND TUBING (4" GALVANIZED RIGID STEEL CONDUIT)	150.00	L.F.				
119	E 260533 B METAL WIREWAYS	100.00	L.F.				
120	E 260533 D HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	30.00	EACH				

6/23/2016 12:00 AM

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				DOLLARS	CTS	DOLLARS	CTS
121	E 262416 C PANELBOARDS, 800 A 42" MOUNTING SPACE WITH (1) 800A, 3P MCB AND (1) 225A, 3P CB	1.00	EACH				
122	E 262416 D PANELBOARDS, 225A 42 POLE WITH (3) 20A, 1P CB, (4) 40A, 2P CB	1.00	EACH				
123	E 262716 A ENCLOSURE	1.00	EACH				
124	E 262726 A GFCI RECEPTACLE (DUPLEX)	2.00	EACH				
125	E 262726 E UTILITY LIGHT FIXTURE	1.00	EACH				
126	GI-2.07 OPEN GRADED STONE BASE	1,850.00	C.Y.				

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				DOLLARS	CTS	DOLLARS	CTS
127	GI-2.09 GEOTEXTILE FABRIC	150.00	S.Y.				
128	GI-2.13A ENGINEERED SOIL AND SAND	6,350.00	C.Y.				
129	GI-2.14 MULCH	50.00	S.Y.				
130	GI-5.13A STORMWATER INLET	27.00	EACH				
131	NYC-640.2500001 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES - 20 MILS	1,200.00	L.F.				
132	NYC-640.2500002 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES SYMBOLS - 20 MILS	8.00	EACH				

6/23/2016 12:00 AM

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CONTRACT PIN: 8502016TR0002C

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				DOLLARS	CTS	DOLLARS	CTS
133	PK-124C-ADA CATCH BASIN WITH ADA INLET	1.00	EACH				
134	PK-124C-Y1 CATCH BASIN WITH YARD INLET	14.00	EACH				
135	PK-12D WATER TAP, 2" DIAMETER	1.00	EACH				
136	PK-13D TYPE K COPPER TUBING, 1" DIAMETER	50.00	L.F.				
137	PK-13F TYPE K COPPER TUBING, 2" DIAMETER	2,550.00	L.F.				
138	PK-143A RPZ & WATER METER WITH REMOTE & STRUCTURE - 2" RPZ	1.00	EACH				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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139	PK-159B CURB & PROPERTY LINE VALVES - 2" DIA.	2.00	SETS		
140	PK-17 CAST IRON VALVE BOX, 5-1/4" DIAMETER	2.00	EACH		
141	PK-184-GH1 GROUND HYDRANT - 1" DIAMETER	7.00	EACH		
142	PK-473 DECOMPACT EXISTING TREE	2.00	EACH		
143	SL-20.02.18 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DRAWING J-3788A FOR INSTALLING TYPE 30' DAVIT LAMPOST	34.00	EACH		
144	SL-21.03.24 FURNISH AND INSTALL 2S.6S.8S.12S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG. J-5309.	20.00	EACH		

B - 27
[REVISION # 1]

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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				DOLLARS	CTS	DOLLARS	CTS
145	SL-21.03.24A FURNISH AND INSTALL TYPE 14' (HIGH) STEEL DAVIT LAMPPPOST (SINGLE ARM) AS PER STANDARD DWG J-5308.	6.00	EACH				
146	SL-21.03.25 FURNISH AND INSTALL TYPE 2T,4T,6T,8T OR 12T FABRICATED STEEL DAVIT LAMPPPOST WITH TRANSFORMER BASE AS PER DWG J-5309.	8.00	EACH				
147	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	42.00	EACH				
148	SL-24.02.09 FURNISH AND INSTALL TROUGH FOR THREE FLOODLIGHTS OR THREE PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5229	1.00	EACH				
149	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	2,500.00	L.F.				
150	SL-35.01.04 FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	2,350.00	L.F.				

6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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				DOLLARS	CTS	DOLLARS	CTS
151	SL-37.05.04 FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG J-3179A.	2.00	EACH				
152	SL-38.01.01 FURNISH AND INSTALL SURFACE MOUNTED THREE (3) RELAY CONTROL CABINET AS PER DWGS H-5212A AND H-3370.	1.00	EACH				
153	SL-38.04.01 FURNISH AND INSTALL CONCRETE PEDESTAL FOR THREE (3) RELAY CONRROL CABINET AS PER DWG H-5078A.	1.00	EACH				

SUB-TOTAL: \$ _____

154	6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.				
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6/23/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N
CONTRACT PIN: 8502016TR0002C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS : CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS

TOTAL BID PRICE: \$ _____

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.

GEOTECHNICAL ENGINEERING REPORT

for

Queens Borough Hall Parking Lot Queens, New York

Prepared For:

**Loring Consulting Engineers, Inc.
21 Pennsylvania Plaza, 14th floor
New York, NY 10001**

Prepared By:

**Langan Engineering, Environmental, Surveying
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**28 April 2016
170335101**

LANGAN

TABLE OF CONTENTS

INTRODUCTION	3
SITE AND PROJECT DESCRIPTION.....	3
REVIEW OF AVAILABLE INFORMATION	3
Regional Geology	3
SUBSURFACE EXPLORATION	4
SUBSURFACE CONDITIONS	5
Fill (Class 7)	5
Gravel (2a, 2b).....	6
Sandy Silt Layer (5a, 5b, 6)	6
Clayey sand (3a, 3b)	6
Silty Sand (3a, 3b)	7
Groundwater	8
DESIGN AND CONSTRUCTION RECOMMENDATIONS.....	9
Evaluation of Subsurface Conditions for Design of Sheet-pile Walls and Site Drainage System	9
Permeability Rates and Recommendations.....	9
Other Design Considerations.....	10
Retaining Wall Design and Construction Recommendations	11
CONSTRUCTION QUALITY ASSURANCE	12
OWNER AND CONTRACTOR OBLIGATIONS	12
LIMITATIONS.....	13

FIGURES

Figure 1..... Site Location Plan
Figure 2..... USGS Surficial Geology Map
Figure 3..... USGS Depth to Bedrock Map
Figure 4..... CDM SMITH Subsurface Exploration Plan
Figure 5..... Elevation 1 (Facing Northeast)
Figure 6..... Elevation 2 (Facing Southwest)
Figure 7..... Elevations 3 and 4
Figure 8..... Section A
Figure 9..... Sections B and C
Figure 10..... Boring Key and Langan Standards

TABLES

Table 1..... In-Situ Permeability Rates In The Fill Layer
Table 2..... In-Situ Permeability Rates In The Silty Sand Layer
Table 3..... Index Test Results For The Silty Sand Layer
Table 4..... Summary Of Groundwater Readings
Table 5..... Recommended Range Of Design Soil Parameters
Table 6..... Seismic Design Parameters

APPENDICES

Appendix A..... CDM SMITH Boring Report

INTRODUCTION

This report summarizes the subsurface exploration results provided by the DDC and our geotechnical engineering recommendations for the Queens Borough Hall Parking Lot in Queens, New York. The subsurface exploration was performed by CDM Smith with their subcontractor Aquifer Drilling & Testing Inc., (under a contract with the DDC) between 4 and 25 November 2015. We received the final field report on 31 December 2015.

The purposes of our study were to interpret subsurface conditions documented in the CDM Smith report and to develop geotechnical engineering recommendations related to design and construction of a new surface parking lot. Ground surface elevations in the report are obtained from the CDM Smith report and are referenced to the North American Vertical Datum of 1988 (NAVD88)¹. Environmental considerations are beyond the scope of this study.

SITE AND PROJECT DESCRIPTION

The site covers approximately 110,000 square feet and includes a 22-foot elevation difference from one end to another. The limits of the site are generally bound by 132nd Avenue to the north, 82nd Avenue to the east, Union Turnpike to the west and 126th Street to the South. A site location map is provided in Figure 1.

The site housed a four-story municipal parking garage, completed in 1963, which was operated by the Department of Transportation (DOT), and was demolished in 2015.

The project includes the construction of a new parking lot to serve the Queens Borough Hall, State Courthouse, local businesses and community. The design includes a permanent sheet-pile retaining wall along the northeastern edge of the site fronting 132nd Avenue, and northwestern portion of the site fronting Union Turnpike and 126th Street.

REVIEW OF AVAILABLE INFORMATION

Regional Geology

Pleistocene glacial activity (about 20,500 years ago) modified the landscapes and surficial features of Manhattan, Brooklyn, Queens, and the remainder of Long Island. Glaciers scoured uplands and deposited varying amounts of till (an unsorted mixture of sand, clay and boulders) across the lowlands and valleys. This area of Queens is underlain by various glacial deposits known as ground moraine and terminal moraine deposits. The site is underlain by terminal moraine deposits, which

¹ NAVD88 is about 98.45 feet above the NYCT Datum. [NAVD88 = NYCT Datum - 98.45].

generally consist of clay, sand and boulders. The surficial geology map prepared by the United States Geological Survey (USGS) is provided as Figure 2.

According to the USGS "Map of Western Part of Long Island, N.Y. Showing Probable Depth of Bedrock in Feet Below Sea Level," bedrock is likely between about 500 and 600 feet below grade. A copy of the USGS Depth to Bedrock Map is provided as Figure 3.

SUBSURFACE EXPLORATION

We were provided a geotechnical data report prepared by CDM Smith (15 December 2015), by the division of Program Management Safety and Site Support, Bureau of Environmental and Geotechnical Services, Department of Design and Construction of the City of New York. The program consisted of 15 geotechnical borings, four temporary observation wells, two test pits, and laboratory tests. A subsurface exploration plan is provided in Figure 4. The CDM report is attached as Appendix A.

Test Borings

Fifteen borings (B-1 (OW) through B-15) were drilled by Aquifer Drilling & Testing Inc., under the full-time observation of CDM Smith engineers. Borings were advanced through soil using mud-rotary drilling techniques. Soil samples were generally obtained continuously through the fill layer and at 5-foot intervals thereafter. Disturbed soil samples and Standard Penetration Resistances (N-values) measurements were obtained using a standard 2-inch-outside diameter split-spoon sampler driven by a 140-pound automatic hammer in accordance with ASTM D1586. In-situ permeability tests were performed in five borings using falling head procedure, in accordance with ASTM D6391. Undisturbed soil samples were not obtained. Coring through boulders was performed in five-boring locations (B-1 (OW), B-2, B-3, B-9 (OW) and B-11. Additional details are provided in Appendix A.

Temporary Groundwater Observation Wells

Temporary groundwater observation wells (B-1 (OW), B-4 (OW), B-9 (OW) and B-13 (OW)) were installed by Aquifer Drilling and Testing, Inc. in four completed borings. No groundwater observation-well construction logs were provided in the CDM Smith report. Additional details are provided in Appendix A.

Test Pits

Two test pits (TP-1 and TP-2) were excavated by Aquifer Drilling & Testing, Inc., to about 5 feet below existing grade. Test pit sections and photographic logs are provided in Appendix A.

Laboratory Tests

Geotechnical laboratory tests were conducted on 40 disturbed soil samples. The test program consisted of:

- 5 Permeability tests (ASTM D6391);
- 40 mechanical grain-size and percent fines determinations ((ASTM D422/ASTM D1140);
- 6 Atterberg Limits determinations (ASTM D4318);
- 2 standard test methods for moisture, ash and organic matter of peat and other organic soils (ASTM D2974).

Test results are provided in the CDM Smith report in Appendix A.

SUBSURFACE CONDITIONS

The soil profile generally consists of miscellaneous fill underlain by a gravel and sand layer (on the northwest and southwest corners of the property), a silt layer (on the east side of the property), or clayey sand in the middle of the property, underlain by silty sand. Bedrock was not encountered. Representative subsurface profiles are presented in Figures 5 to 9. Descriptions of each subsurface stratum are given below in order of increasing depth.

Fill (Class 7)²

Uncontrolled fill was encountered at the ground surface or immediately below pavement in all borings. The fill generally consists of brown and grey coarse to fine sand with varying amounts of silt, clay, gravel, and other miscellaneous debris (e.g., timber, concrete). Organic material was found in boring B-10 at depth of 7 feet to 7.5 feet; The laboratory testing results showed 2.5 percent of organic content in this sample.

The fill layer was between about 8 and 22 feet thick. Uncorrected N-values³ in the fill were between about four blows per foot (bpf) and over 50 bpf, with a median of about 30 bpf. In some cases the higher N-values were likely caused by coarser particles blocking the sampler.

The fill layer has relatively high fines content (about 20 to 50 percent); so hydraulic conductivities are expected to be in the order of 10^{-4} to 10^{-3} cm/sec, which is verified by in situ permeability tests (Table 1). Hydraulic conductivity may be even lower within zones with higher fine contents.

² Numbers in brackets indicate classification of material by CDM Smith in accordance with the 2014 New York City Building Code

³ N-values herein are based on 2014 boring data only. Historical boring data were neglected because of insufficient hammer data.

Table 1: In-situ permeability rates in the fill layer (from CDM Smith report)

Boring	Depth (feet)	EL.	Permeability rate (in/hr)	Permeability rate (cm/sec)
B-4	5	48.1	0.2	1.4×10^{-4}
B-4	10	43.1	0.7	4.7×10^{-4}
B-15	5	47.5	2.8	2.0×10^{-3}

The fill was designated as Building Code Class 7 material, "Controlled and Uncontrolled Fill" in the CDM Smith report.

Gravel (2a, 2b)

A layer of fine to coarse gravels with various amounts of brown sand and silt was encountered below the fill layer in borings B-1 to B-5, B-9, B-11, B-12, and B-15. Top of the gravel layer was between about 12 and 20 feet below existing grade (corresponding to el. 45 to 30.5). The thickness of the gravel layer was between about 2 and 10 feet. Uncorrected N-values were typically between 24 bpf and over 50 pbf, with a median of about 65 pbf indicating a medium dense to very dense layer.

The moisture content of tested samples was 7 and 9 percent. The samples contained about 50 percent gravel, about 45 percent sand and about 5 percent fines (silt or clay).

The material was classified as GP (poorly graded gravels, less than 5% fines) and was designated as Building Code Class 2a and 2b, "Sandy Gravels" in the CDM report.

Sandy Silt Layer (5a, 5b, 6)

Brown silt with some brown sand was encountered below the fill layer in boring B-7 (east corner of the site). The top of the silt was 10 feet below existing grade, at el. 47. The thickness of the silt layer was approximately 19 feet. Uncorrected N-values were between 9 and 39 bpf, with a median of about 17 bpf indicating a loose to stiff deposit. No laboratory tests were performed on the samples of the silt layer.

The silt was classified as ML (inorganic silts with low plasticity) and designated as Building Code Classes 5a, 5b, and 6, "Silts and Clayey Silts" In the CDM report.

Clayey sand (3a, 3b)

A pocket of clayey sand was encountered directly below the fill layer in borings B-13 and B-14 (center of the site). Top of the layer was between about 8 to 9 feet below grade (corresponding to el 49.5 and el 48.5, respectively). The thickness of the clayey sand was 2 feet in both boring

locations. Uncorrected N-values ranged between 17 and 30 bpf with an average of 24 bpf, indicating a medium dense to dense clayey sand layer.

One sample was laboratory tested, the moisture content of the sample was 11 percent, and the sample consisted of 55 percent sand, 42 percent clay and of 4 percent gravel.

The clayey sand layer was classified as SC (clayey sands, more than 12% fines) and designated as Building Code Classes 3a and 3b, "Sands" In the CDM report.

Silty Sand (3a, 3b)

Brown, gray coarse to fine sand with varying amounts of silt and gravel was encountered below the fill, gravel, clayey sand, or silt. Top of the layer was between 10 feet (at the south limit of the property, boring location B-8) and 25 feet (at the north limit of the property, boring location B-2) below existing grade, corresponding to about el 50.5 to 22, respectively. Uncorrected N-values were typically between 4 bpf and 49 bpf, with a median of 23 bpf, indicating a loose to dense material.

Several samples collected from the silty sand layer were laboratory tested. Moisture content varied from 9 to 29 percent with an average value of 17 percent. Fines content varied between 6 and 46 percent. Three in situ permeability tests were carried out to determine the hydraulic conductivity of the silty sand layer. Results are presented in Table 2.

Table 2: In-situ permeability rates in the silty sand layer (from CDM Smith report)

Boring	Sample	Depth (feet)	EL	Permeability rate (in/hr)	Permeability rate (cm/sec)
B-13	7	15	42.5	0.54	3.8×10^{-4}
B-14	7	15	42.6	3.56	2.5×10^{-3}

Laboratory results showed that fines content of sample No. 7 at B-13 was 32 percent, and of samples No. 7 at B-14 was 18 percent. The variation of fines in the samples explains the variability of permeability.

Atterberg limits were determined for four samples of the silty sand layer. A summary of the index test results are presented in Table 3.

Table 3: Index test results for the silty sand layer (from CDM Smith report)

Boring	Depth (feet)	In-Situ Moisture Content	Passing #200 Sieve (%)	Liquid Limit (LL)	Plastic Limit (PL)	Plasticity Index (PI)	USCS
B-9	17-19	26%	39.9	35	25	10	SM
B-10	25-25.5	21.1%	46.3	34	16	18	SC
B-11	10.5-12	9.2%	32.7	19	16	3	SM
B-11	25-27	11.8%	26.8	21	15	6	SC-SM

The results indicate that the silty sand layer has low plasticity with a liquid limit ranging between 19 and 35 percent, and plasticity index varying between 3 and 18 percent. The water content was typically close to the plastic limit, indicating possible overconsolidated soils.

Organic material was found in boring B-9 at depth of 17 to 19 feet below existing grade. The laboratory testing results showed 4.8 percent of organic content in the sample.

The silty sand layer was classified as SM (silty sands, sand-clay mixtures, more than 12% fines), and designated as Building Code Class 3b, "Granular Soils" in the CDM report.

Groundwater

Four groundwater observation wells were installed so that the screen was within the silty sand layer. The groundwater readings reported by CDM are summarized in Table 4. Groundwater level was reported between about el 13 and el 40, but appeared to be well below the construction zone and the tip of the sheet-piles as shown on 100%DD drawings. According to the CDM Smith report, the elevations may or may not represent perched water.

Table 4: Summary of groundwater readings (from CDM Smith report)

Date	B-1 (OW)		B-4 (OW)		B-9 (OW)		B-13 (OW)	
	Depth (ft)	Elevation (ft)	Depth (ft)	Elevation (ft)	Depth (ft)	Elevation (ft)	Depth (ft)	Elevation (ft)
11/13/15	-	-	12.8	40.3	31.5	33.0	20.0	37.5
11/16/15	-	-	17.2	35.9	31.7	32.8	19.7	37.8
11/19/15	37.5	13.0	Dry	<23.1	Dry	<30.0	Dry	<37.5
11/20/15	Dry	<10.5	-	-	-	-	-	-

DESIGN AND CONSTRUCTION RECOMMENDATIONS

Evaluation of Subsurface Conditions for Design of Sheet-pile Walls and Site Drainage System

Subsurface stratigraphy and surface elevation will control lateral stability of the proposed sheet pile. However the subsurface material varies across the site. Our recommended design soil parameters are summarized in Table 5. The profiles presented in Figures 6 and 7 show that depending on the surface elevation and thickness of layers, the tip elevation of the sheet piles lies either in the fill layer or the gravel layer or the silty sand layer.

Table 5: Recommended range of design soil parameters

Layer	Permeability Coefficient k (in/hr)	Unit Weight (γ , pcf)	Friction Angle (ϕ' , degrees)	Cohesion (c' , psf)	K_s	K_p
Fill	0.20 – 5.0	110 - 115	32	0	0.31	3.2
Gravel with Sand	>15	115 - 125	36 - 38	0	0.24 – 0.26	3.8 – 4.2
Sandy Silt	0.10 – 5.0	110 - 120	28 - 30	200	0.33 – 0.36	2.8 – 3.0
Silty Sand	0.5 – 5.0	115 - 120	32 - 36	0	0.26 – 0.31	3.2 – 3.8

The clayey sand layer was considered as a pocket inside the silty sand layer. Strength parameters given in Table 5 for the silty sand layer take that into account. In general, lower-bound soil strength parameters should be assumed to determine demand of the sheet-pile wall. The sheet-pile design should be evaluated and revised accordingly if field conditions encountered during construction deviate significantly from the assumed conditions.

We recommend applying a factor of safety of 1.5 when evaluating soil for passive lateral earth pressures using the K_p values indicated in Table 5.

Permeability Rates and Recommendations

According to the 2013 NYSDOT geotechnical design manual (Chapter 20 – Infiltration Facility Design and subsurface drainage), there are three major categories of infiltration potential classified by measured infiltration rates:

- Sites with infiltration rates less than 0.5 inch per hour: for such sites infiltration practices cannot be used.

- Sites with infiltration rates between 0.5 and 15 inches per hour: for such sites the infiltration practice is developed to handle the one-year storm using the procedure given in NYS DEC's Stormwater Management Design Manual (2010).
- Sites with infiltration rates greater than 15 inches per hour: for such sites the infiltration practice is developed to handle multi-year storms.

The measured in situ permeability rates for the top 15 feet of the soil ranged between 0.19 and 3.56 inches per hour. Only B-4 had a measured permeability under 0.5 inch per hour.; the other results are within the range between 0.5 and 15 inches per hour. Also, as previously stated, a pocket of clayey sand was discovered on top of the silty sand about the middle of the site (B-13 and B-14). The existence of this pocket layer could reduce the rate of permeability, and should be considered in the design of site drainage system.

Other Design Considerations

Seismic Evaluation

This section presents our seismic design recommendations for the proposed parking relative to the provisions outlined in the 2014 Building Code. The parameters shown in Table 6 should be used for design.

Table 6: Seismic design parameters

Description	Parameters	Recommended value	Building Code Reference
Site Class	-	D	Table 1613.5.2
Mapped Spectral Acceleration for short periods	Ss	0.281g	Section 1613.5.1
Mapped Spectral Acceleration for 1-sec period	S1	0.073g	
Site Coefficient	Fa	1.57	Table 1613.5.3
Site Coefficient	Fv	2.40	
5% damped design spectral response acceleration at short periods	SDS	0.290g	Section 1613.5.4
5% damped design spectral response at 1-sec period	SD1	0.117g	Section 1613.5.4
Seismic Design Category	-	B	Section 1613.5.6
Peak Ground Acceleration	PGA	0.24	Section 1813.2.1

Based on the design spectral accelerations above and the anticipated use group-occupancy category of the stair structures and the permanent retaining walls and sheet-pile walls (identified as Seismic Use Group II) and in accordance with section 1616.3 of the Building Code, we have estimated that the proposed construction will subject to the requirements of Seismic Design Category **(SDC) B**. The structural engineer must confirm the Use Group and SDC.

Liquefaction Potential

The Building Code requires an evaluation of the liquefaction potential up to 50 feet below the ground surface when noncohesive soils are encountered below the groundwater table. The groundwater table is below the tip of the sheet piles. Also, the soils up to 50 feet below the ground surface are too dense to be liquefied. Therefore, liquefaction need not be considered for sheet-pile wall design.

Impacts of Future Work

All future work near the retaining wall must consider the effects on the proposed permanent sheet-pile wall. For example, fill or materials stockpiled near the wall would induce surcharge loads on the underlying soil, which should be considered in the design of sheet-pile wall. Engineers in charge of future work must consider the work's impact on the sheet-pile wall.

Retaining Wall Design and Construction Recommendations

A cantilevered sheet-pile wall is a cost-effective solution, as the sheet-pile wall plays a double role as temporary support of excavation and permanent retaining wall. Alternative walls will be required in areas of "unique conditions" such as to accommodate stairs. A cast-in-place concrete retaining wall is a feasible option for these conditions. Table 5 presents recommended soil parameters for wall design.

Pre-Excavation

Some obstructions (brick and concrete fragments) were encountered in the fill during the subsurface exploration. Pretrenching or pre-excavation to clear obstructions in the upper 5 to 10 feet appears to be feasible. In addition, pretrenching may be required to confirm the locations of existing utilities, and to construct cast-in-place concrete walls if applicable.

Excavations can likely be performed using conventional earth moving equipment (e.g., backhoes, excavators, dozers, etc.). However, excavation to expose utilities should be performed by hand when within about 3 feet of the anticipated utility location. In addition, foundations from previous structures may remain and may require large demolition equipment to remove. Excavations should conform to all OSHA requirements. The contractor must take appropriate measures to stabilize the

work area and prevent lateral movements of adjacent areas and utilities during excavation. Disposal of excess soil must follow all applicable local and federal regulations.

Groundwater is not likely to be encountered during excavation. However perched water may be encountered. Collection of rainwater runoff will be needed during excavation work. We expect that rainwater runoff during excavation would be controllable with gravel-filled sumps and sump pumps. Disposal of pumped rainwater runoff must follow all applicable local and federal regulations.

Monitoring During Construction

We recommend preparing a monitoring plan and specifications for the project. The plan and specifications should provide details of the methods and equipment for monitoring vibration and movement, movement criteria, and frequency of readings and reporting.

Before breaking ground, a precise survey program should be implemented to monitor surrounding structures, streets and utilities for vertical and horizontal movements. Monitoring should be performed daily during all sheet-pile construction. Monitoring measurements should be taken to the nearest 0.005 of a foot. Surveying should be performed by a licensed New York Professional Surveyor. Additional monitoring may be required based on the results of the preconstruction conditions documentation.

CONSTRUCTION QUALITY ASSURANCE

Geotechnical assessment and design is an ongoing process as additional information becomes available, including during construction. A geotechnical engineer familiar with the site subsurface conditions and design intent should perform the quality assurance observations and testing of geotechnical-related work during construction. Per the New York City Building Code, construction of foundations (i.e., earthwork, subgrade preparation, pile installation, etc.) require special inspection by a Professional Engineer licensed in the state of New York.

OWNER AND CONTRACTOR OBLIGATIONS

The contractor is responsible for construction quality control, which includes satisfactorily constructing the stairs and permanent retaining walls. Construction activities that can alter the existing ground conditions—such as excavation, fill placement, sheet-pile drilling, etc.—can also potentially induce stresses, vibrations, and movements in nearby areas and utilities. Contractors working at the site must ensure that their activities will not adversely affect the performance of

the utilities, and will not disturb occupants of nearby structures. By using this report, the owner agrees that Langan will not be held responsible for any damage to adjacent areas.

LIMITATIONS

The conclusions and recommendations provided in this report are based on the report of an subsurface exploration program prepared by CDM Smith. Our analysis and recommendations rely on the visual findings, soil descriptions, and lab tests provided by CDM Smith.

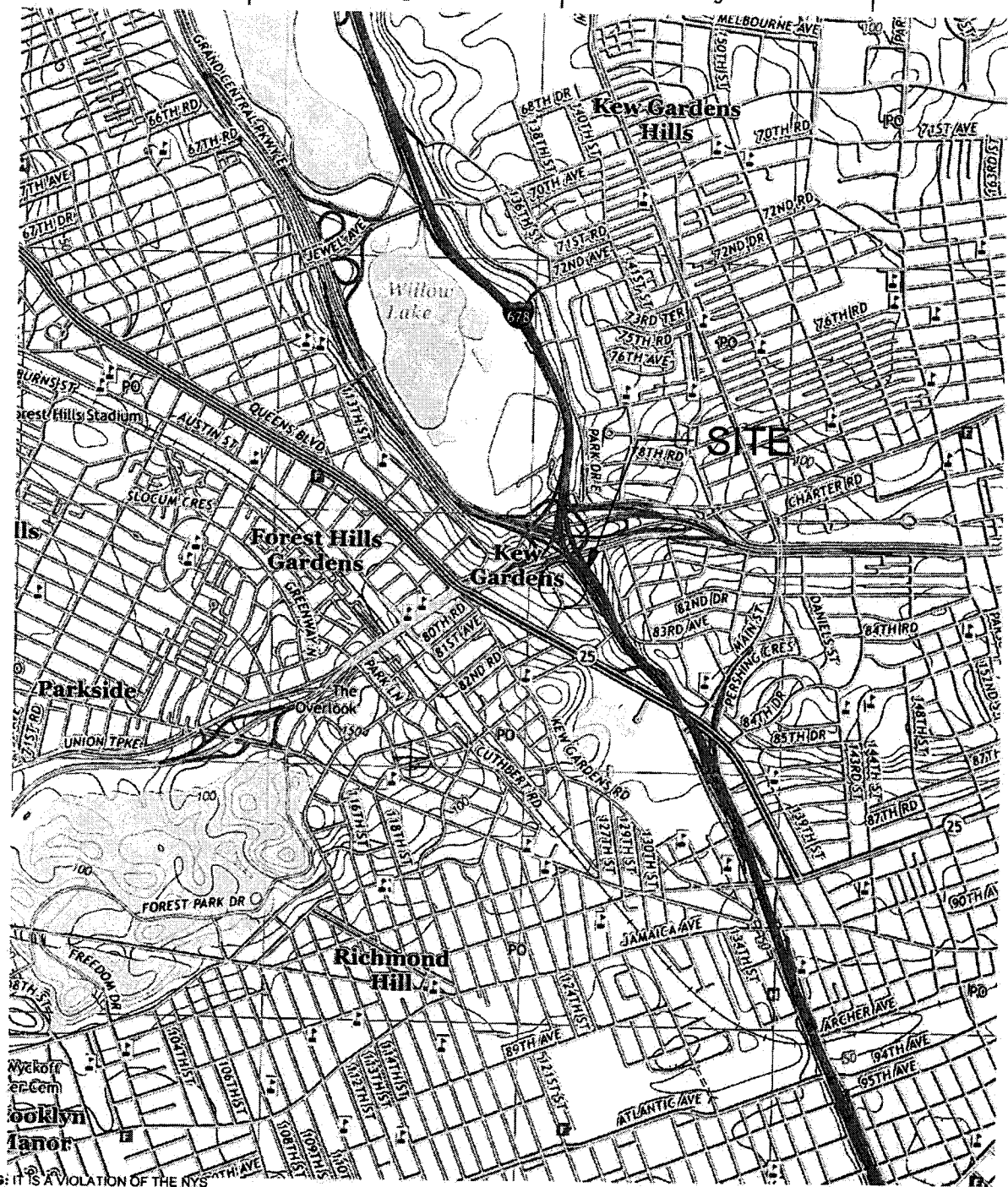
Any proposed changes in structures or their locations should be brought to Langan's attention as soon as possible so that we can determine whether such changes affect our recommendations. Information on subsurface strata and groundwater levels shown on the logs represent conditions encountered only at the locations indicated and at the time of investigation. If different conditions are encountered during construction, they should immediately be brought to Langan's attention for evaluation because they may affect our recommendations.

This report has been prepared for Loring Consulting Engineers to assist the owner and structural engineer in the design process and is only applicable to the design of the specific project identified. The information in this report cannot be used or depended on by engineers or contractors who are involved in evaluations or designs of facilities on adjacent properties that are beyond the limits of the specific subject of this report.

Environmental issues (such as potentially contaminated soil and groundwater) are outside the scope of this study and should be addressed in a separate study.

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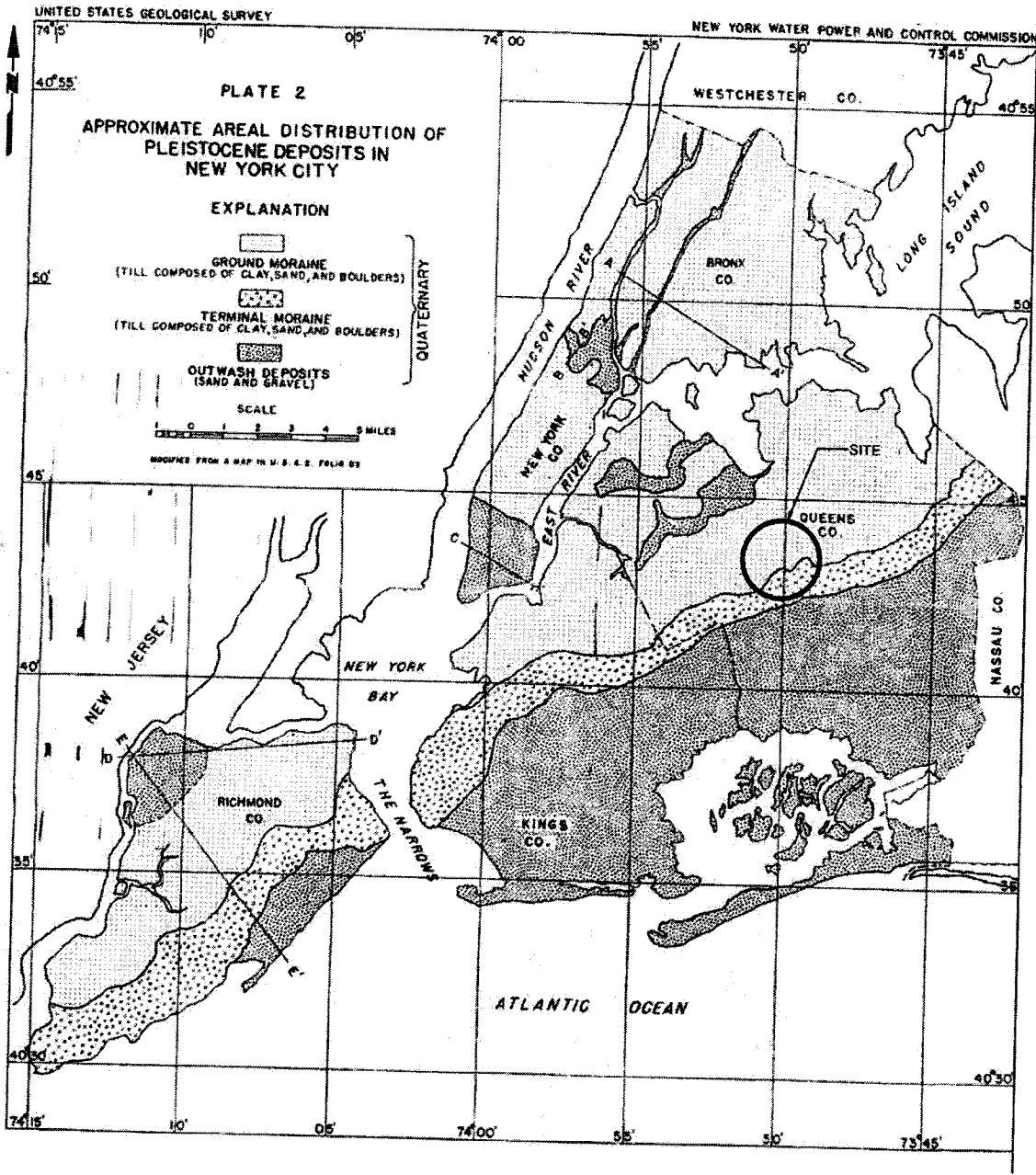
FIGURES



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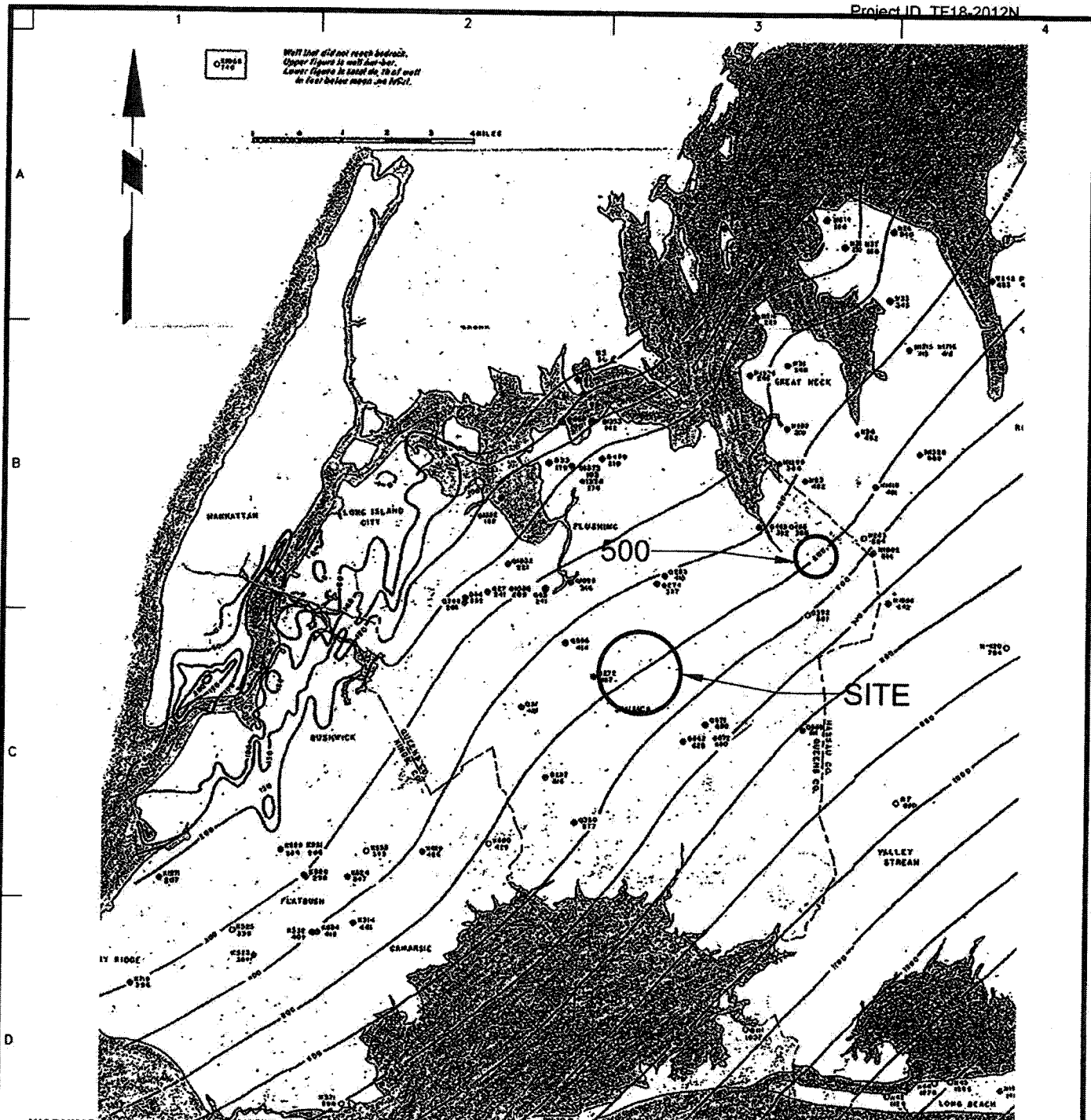
REFERENCE BASE MAP OBTAINED FROM THE U.S.G.S. JAMAICA TOPOGRAPHIC QUADRANGLE MAPS, DATED 2013.

<p>LANGAN 21 Penn Plaza, 300 West 31st Street, 8th Floor New York, NY 10001 T: 212.478.5400 F: 212.479.5444 www.langan.com Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. S.A. Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. Langan Engineering and Environmental Services, Inc. Langan CT, Inc. Langan International LLC Collectively known as Langan</p>	Project	Drawing Title	Project No.	Drawing No.
	QUEENS BOROUGH HALL PARKING LOT	SITE LOCATION PLAN	170335101	1
	BLOCK No. 9657, LOT No.1		Date	
	QUEENS NY		04/28/2016	
			Scale	
			1"=1000'	
			Drawn By	
			MCL	HF
			Checked By	
			Submission Date	
			04/28/2016	Sheet 1 of 10



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	QUEENS BOROUGH HALL PARKING LOT	USGS SURFICIAL GEOLOGY MAP	170335101	2
	BLOCK No. 9657, LOT No.1		Date	
	QUEENS NY		04/28/2016	
			Scale	
		N/A		
		Drawn By	Checked By	
		MGL	HF	
		Submission Date		
		04/28/2016		Sheet 2 of 10



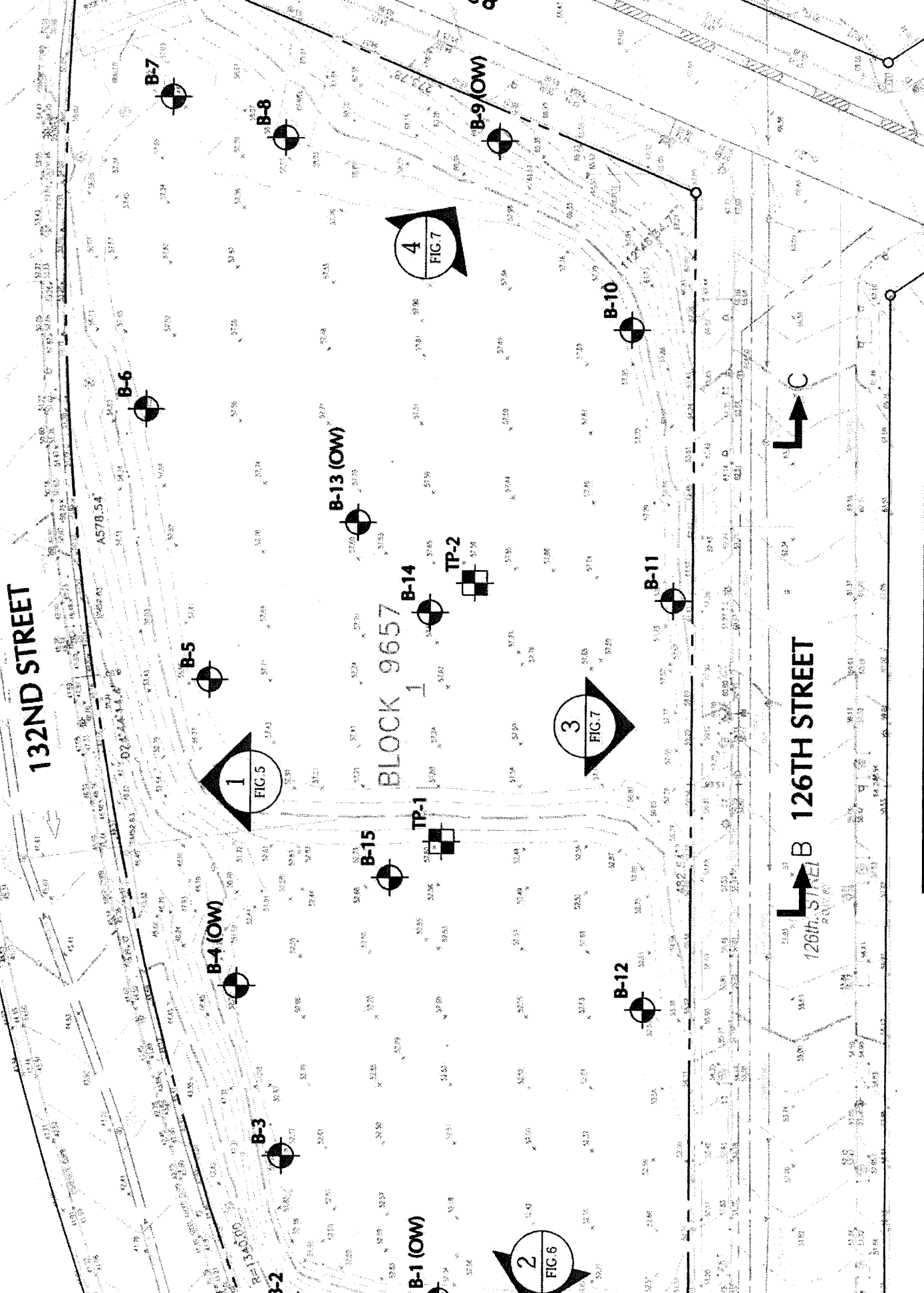
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Project
**QUEENS BOROUGH
 HALL PARKING LOT**
 BLOCK No. 9657, LOT No.1
 QUEENS NY

Drawing Title
**USGS DEPTH TO
 BEDROCK MAP**

Project No. 170335101	Drawing No.
Date 04/28/2016	3
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Drawn By MCL	Checked By HF
Submission Date 04/28/2016	Sheet 3 of 10



132ND STREET

BLOCK 9657

126TH STREET

GENERAL NOTES:

- 1. BASE MAP TAKEN FROM DRAWING TITLED "GENERAL GRADE SURVEY", PREPARED BY HIRANI ENGINEERING & PLANNING CONSULTANTS, P.C.

LANGAN

21 Penn Plaza, 960 West 31st Street, 6th Floor
New York, NY 10001

Project **QUEENS BOROUGH**

Drawing Title

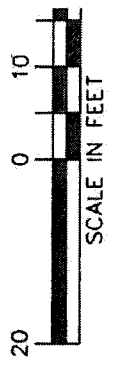
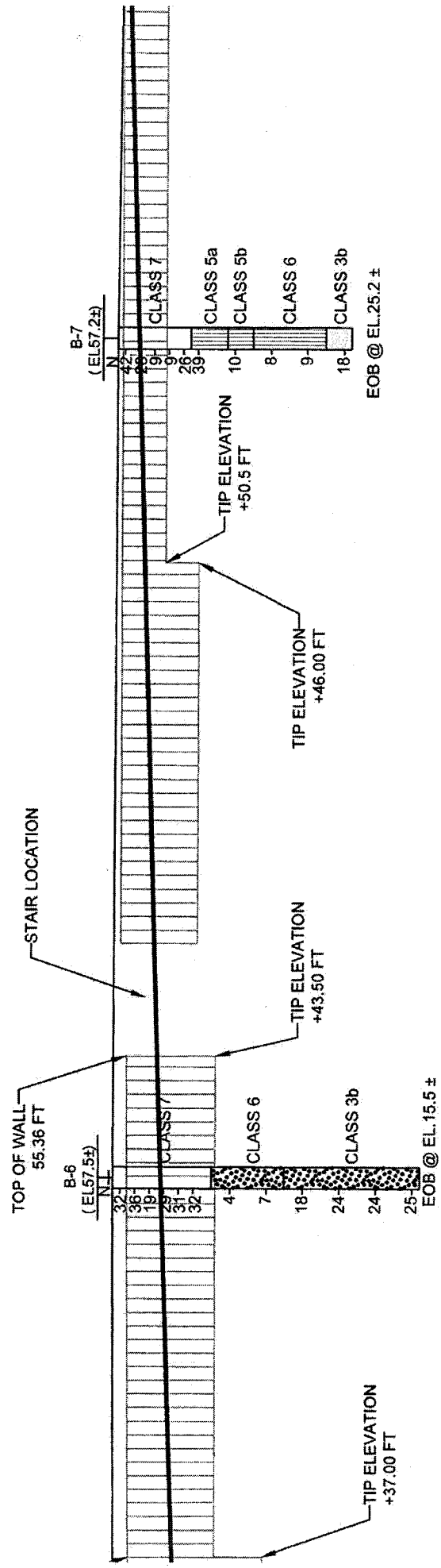
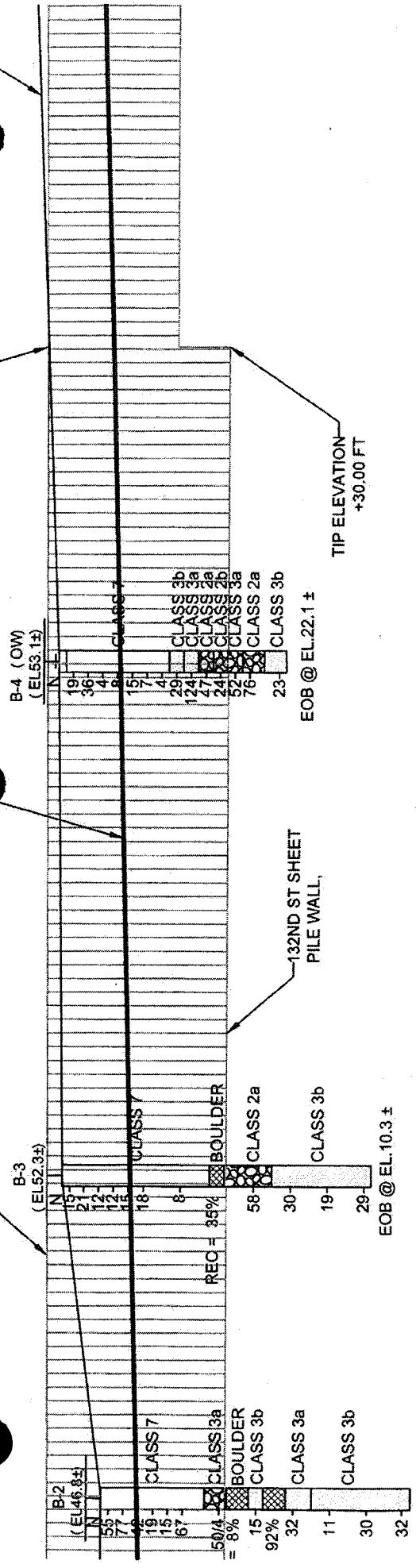
CDM SMITH

CONSULTANTS

TW 54.00 FT

PER DRAWING A103.00

54.80 FT



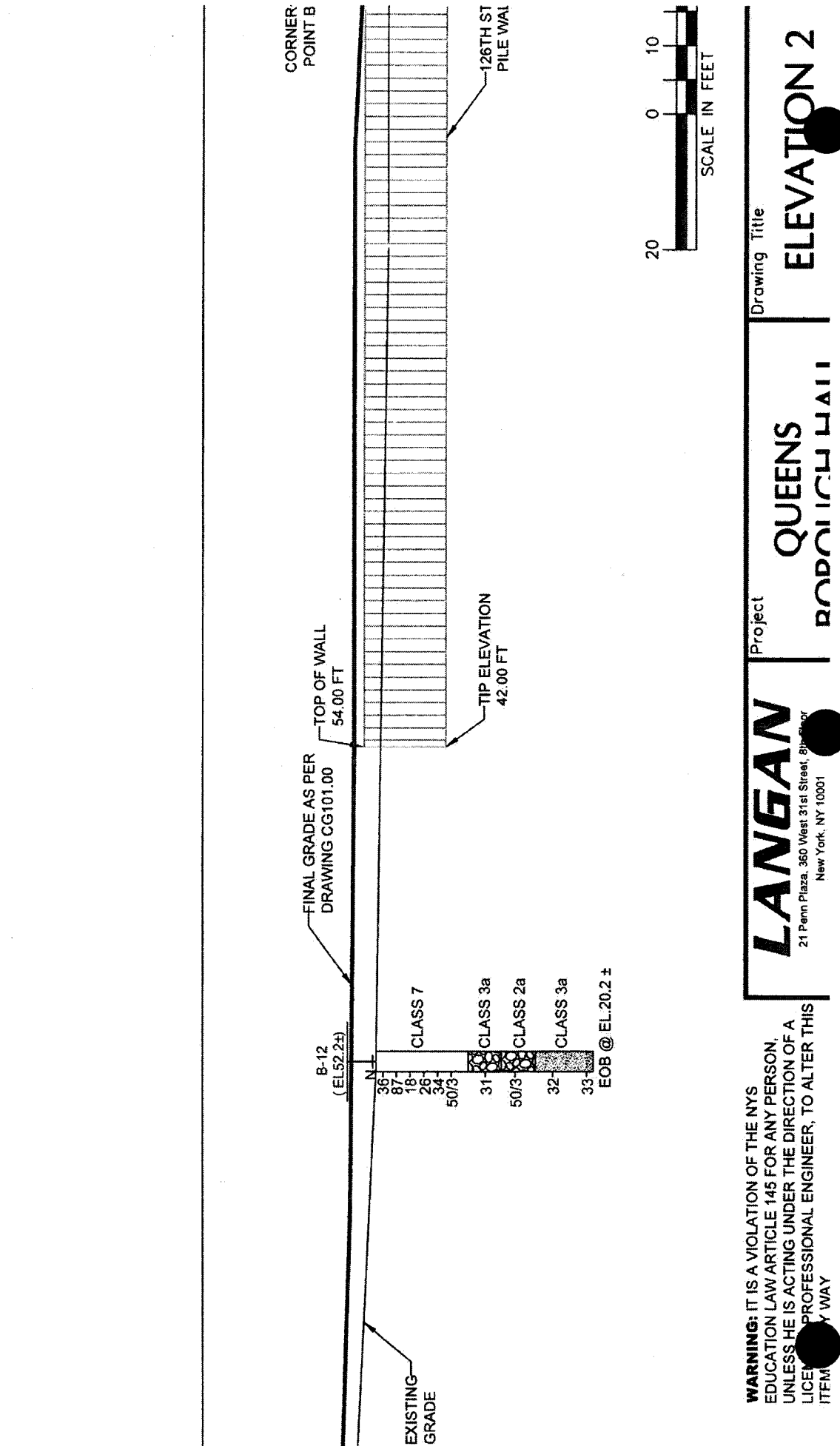
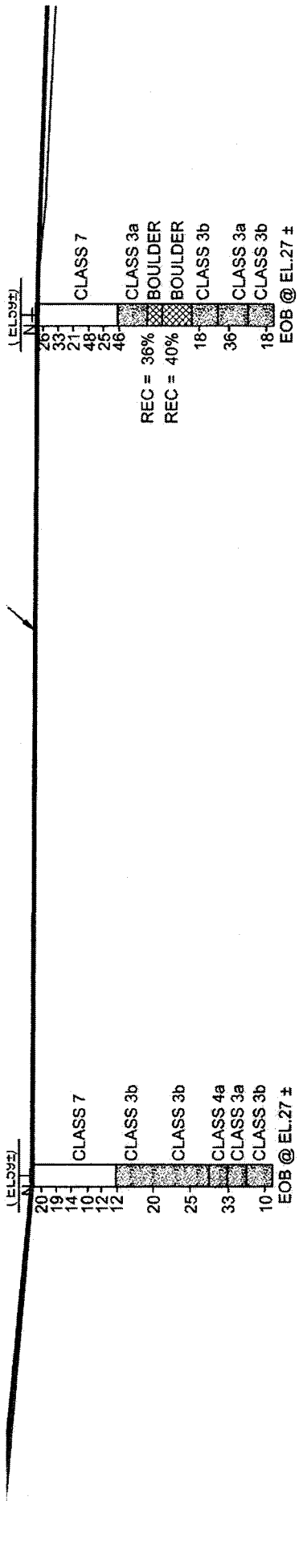
WARNING: IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY.

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21 Penn Plaza, 360 West 31st Street, 8th Floor
New York, NY 10001

Project
QUEENS
RADIO CITY PLAZA I

Drawing Title

ELEVATION 1

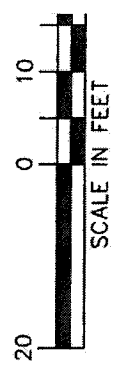
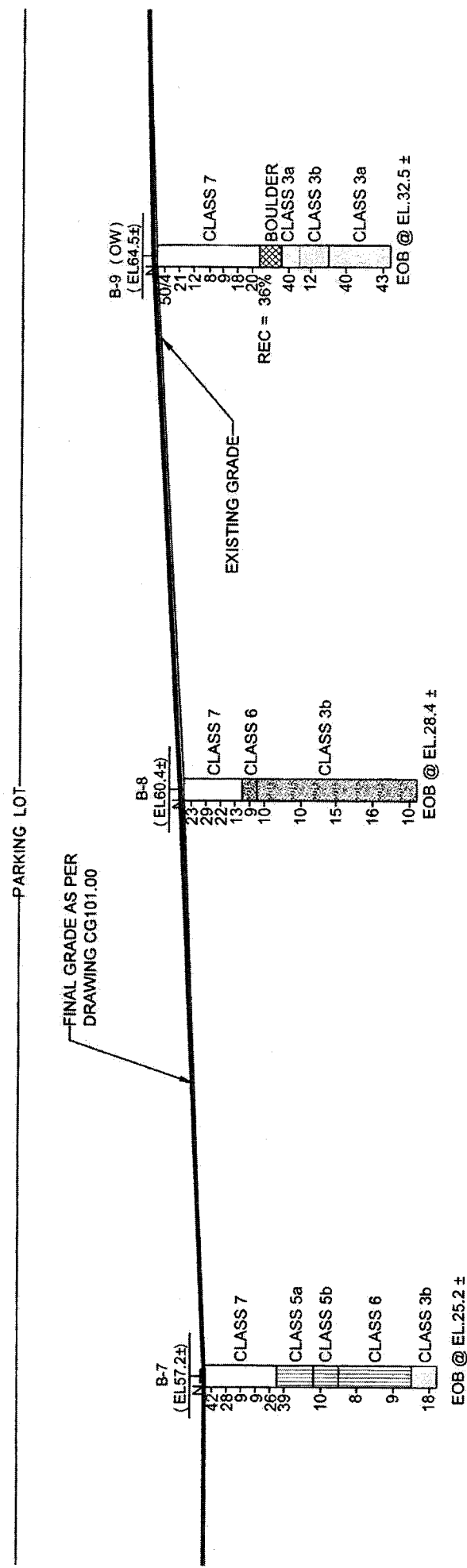
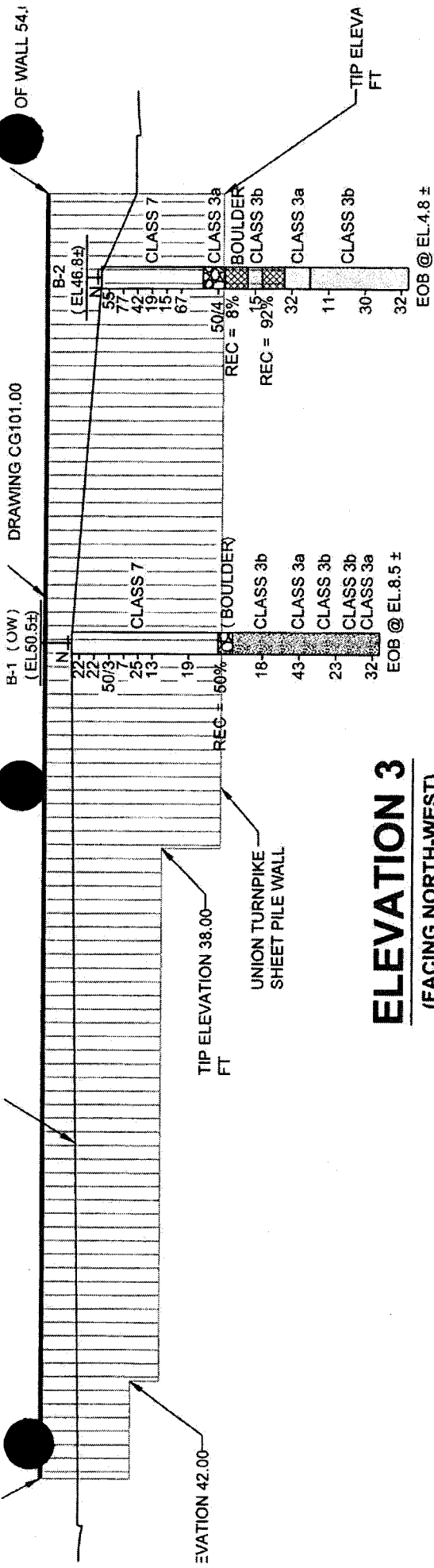


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 21 Penn Plaza, 360 West 31st Street, 8th Floor
 New York, NY 10001

Project
QUEENS
 ROADWAY LIAI I

Drawing Title
ELEVATION 2



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New York, NY 10001

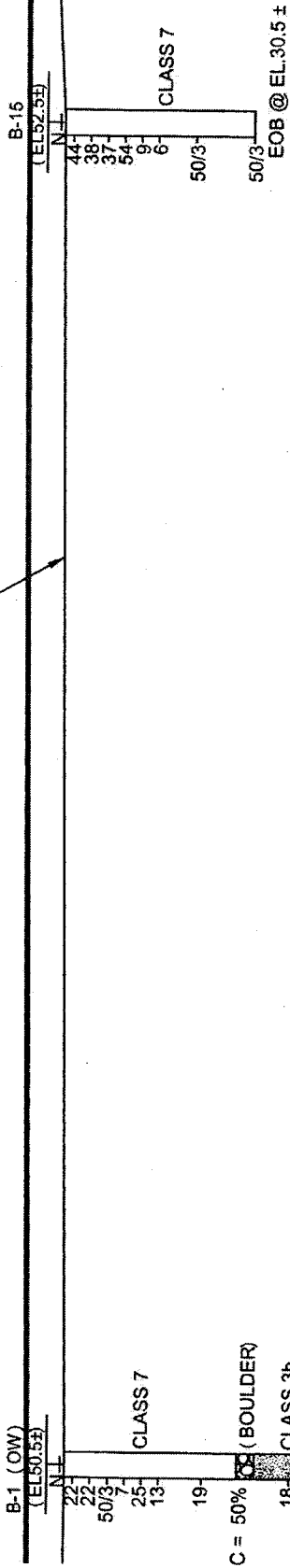
Project

QUEENS
RADWICH HALL

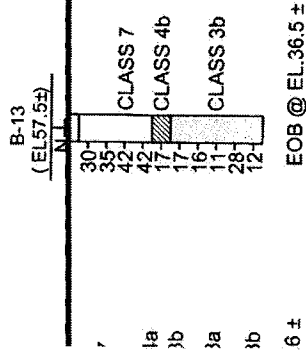
Drawing Title

ELEVATIONS

GRADE



FINAL GRADE AS PER DRAWING CG101.00



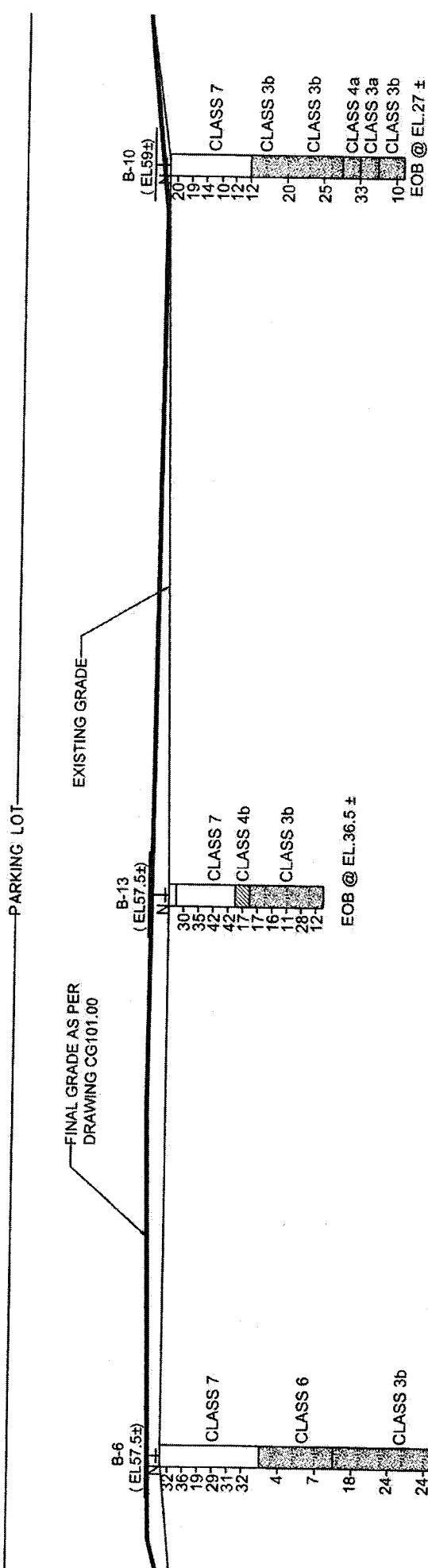
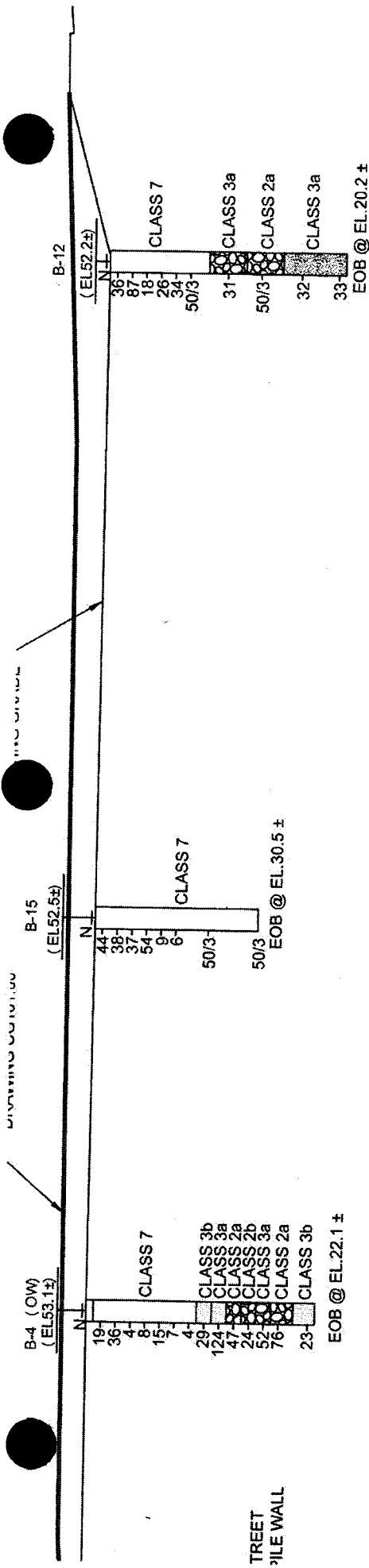
WARNING: IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY

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 21 Penn Plaza, 360 West 31st Street, 8th Floor
 New York, NY 10001

Project
QUEENS
 ROADWAY

Drawing Title

SECTION A



WARNING: IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY

23 STREET
T PILE WALL

EXISTING GRADE

PARKING LOT

FINAL GRADE AS PER DRAWING CG101.00

SCALE IN FEET

0 10 20

Drawing Title

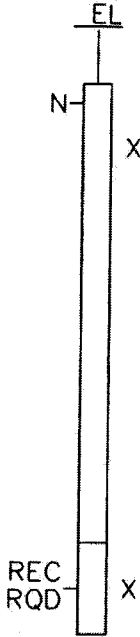
Project

LANGAN
21 Penn Plaza, 360 West 31st Street, 8th Floor
New York, NY 10001

QUEENS
RODOLPH LIAI

SECTIONS R

BORING



- B BORING IDENTIFICATION
- EL GROUND SURFACE ELEVATION AT TIME OF BORING
- N STANDARD PENETRATION RESISTANCE; NUMBER OF BLOWS OF A 140 LB. HAMMER FREE FALLING 30 IN. TO DRIVE A 2 IN O.D. SPLIT SPOON SAMPLER 12 IN. AFTER 6 INCHES OF INITIAL PENETRATION
- REC (LENGTH OF ROCK RETRIEVED)/(LENGTH OF ROCK CORED)*100%
- RQD ROCK QUALITY DESIGNATION (LENGTH OF ROCK PIECES 4 INCHES OR LONGER)/(LENGTH OF ROCK CORED)*100%
- X NEW YORK CITY BUILDING CODE CLASSIFICATION
- (GW) GROUNDWATER OBSERVATION WELL
- MEASURED GROUNDWATER LEVEL

MATERIAL SYMBOLS

- F FILL UNCONTROLLED
- S SAND
- C CLAY
- M SILT
- WR WEATHERED ROCK

NEW YORK CITY BUILDING CODE CLASSIFICATION NUMBER

- 1A HARD SOUND ROCK
- 1B MEDIUM SOUND ROCK
- 1C INTERMEDIATE ROCK
- 1D SOFT ROCK-WEATHER ROCK
- 2A DENSE SANDY GRAVEL & GRAVEL
- 2B MEDIUM SANDY GRAVEL & GRAVEL
- 3A DENSE GRANULAR SOILS
- 3B MEDIUM GRANULAR SOILS
- 4A HARD CLAYS
- 4B STIFF CLAYS
- 4C MEDIUM CLAYS
- 5A DENSE SILTS & SILTY SOILS
- 5B MEDIUM SILTS & SILTY SOILS
- 6 ORGANIC SILTS & CLAYS, PEATS, SOFT CLAYS, LOOSE GRANULAR SOILS, AND VARVED SILTS
- 7 CONTROLLED & UNCONTROLLED FILLS

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LANGAN

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 Landscape Architecture, D.P.C. S.A.
 Langan Engineering, Environmental, Surveying and
 Landscape Architecture, D.P.C.
 Langan Engineering and Environmental Services, Inc.
 Langan CT, Inc.
 Langan International LLC
 Collectively known as Langan
 NJ CERTIFICATE OF AUTHORIZATION No. 24GA27962400

Project
**QUEENS BOROUGH
 HALL MUNICIPAL
 PARKING**
 BLOCK No. 9657, LOT No.1

QUEENS NEW YORK

Drawing Title
**BORING KEY AND
 LANGAN
 STANDARDS**

Project No. 170335101	
Date 04/28/2016	
Scale N/A	
Drawn By MGL	Checked By HF
Submission Date 04/28/2016	

Drawing No.
10
 Sheet 10 of 10

APPENDIX A

CDM Report

GEOTECHNICAL DATA REPORT AND IN-SITU PERMEABILITY TEST RESULTS

DDC PROJECT: Queens Borough Hall Parking Lot
80-25 126th Street
Borough of Queens, New York, NY

SES NO.: 4154

CONTRACT REG NO.: 20151402686

WORK ORDER NO.: 10724-CDM-1-9986

Prepared for:

NYC Department of
DDC Design and
Construction

City of New York Department of Design and Construction
Bureau of Environmental and Geotechnical Services
30-30 Thomson Avenue, Fourth Floor
Long Island City, New York 11101

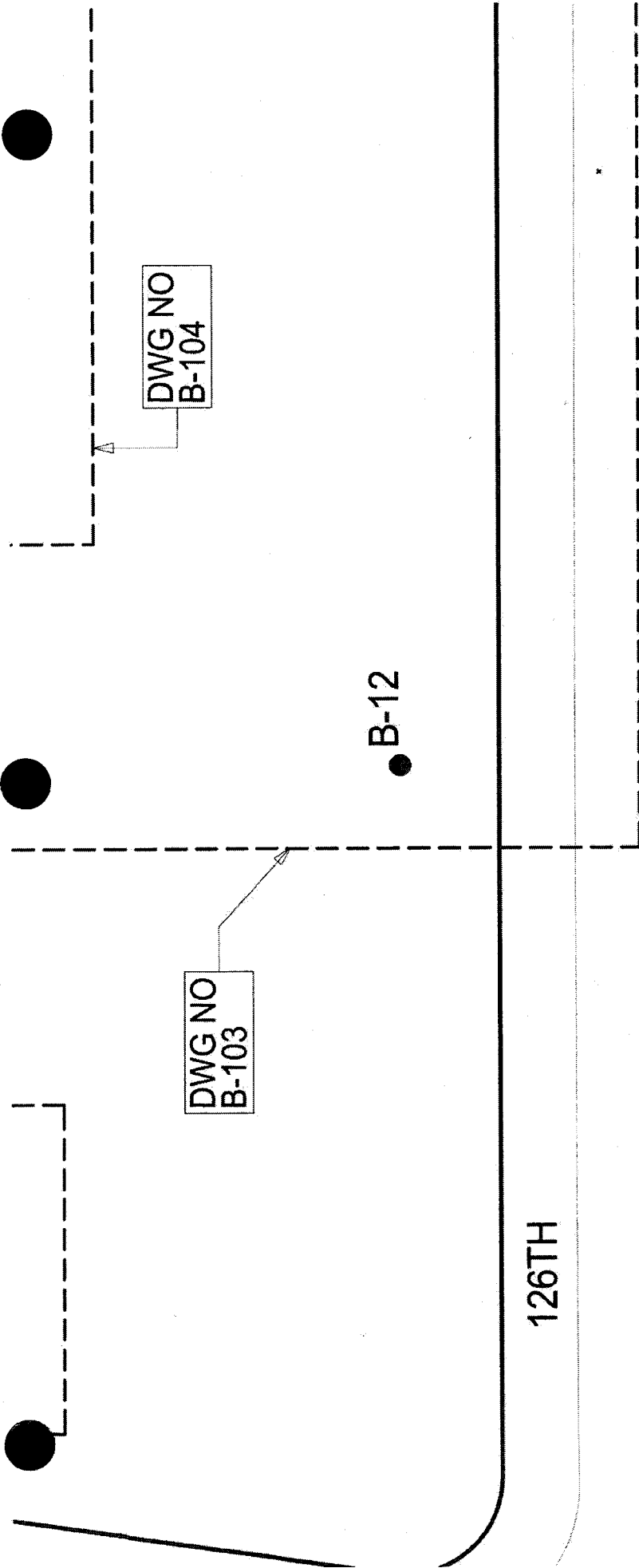
Prepared by:

CDM Smith
14 Wall Street, Suite 1702
New York, New York 10005

DDC Project No. : TF18-2012N
December 15, 2015

RECORD OF BORINGS

Zone 3104 BORING	Geographic		NAD83		NAD27		QUEENS	
	Lat (N)	Lng(W)	N	E	N	E	E	S
B-1	40.71494	-73.82666	199794.52	1032302.50	178353.04	2048053.79	48824.27	-39937.39
B-2	40.71498	-73.82632	199811.46	1032397.00	178369.99	2048148.29	48898.75	-39876.79
B-3	40.71499	-73.82629	199813.67	1032405.87	178372.19	2048157.16	48905.44	-39870.57
B-4	40.71564	-73.82616	200049.46	1032441.16	178607.98	2048192.45	48822.12	-39647.18
B-5	40.71469	-73.82592	199704.94	1032508.66	178263.46	2048259.95	49048.03	-39915.92
B-6	40.71445	-73.82566	199618.01	1032581.74	178176.53	2048333.03	49154.08	-39956.58
B-7	40.71396	-73.82539	199439.63	1032655.56	177998.16	2048406.85	49305.06	-40076.88
B-8	40.71395	-73.82578	199437.23	1032547.17	177995.76	2048298.46	49211.38	-40131.48
B-9	40.71385	-73.82596	199397.78	1032497.07	177956.31	2048248.36	49186.66	-40190.26
B-10	40.71431	-73.82562	199566.18	1032592.10	178124.71	2048343.39	49188.24	-39996.90
B-11	40.71421	-73.82647	199531.57	1032355.70	178090.10	2048106.98	48998.16	-40141.68
B-12	40.71477	-73.82665	199732.22	1032305.68	178290.75	2048056.96	48857.22	-39990.36
B-13	40.71444	-73.82604	199612.69	1032474.46	178171.22	2048225.75	49062.79	-40013.18
B-14	40.71451	-73.82614	199638.51	1032447.52	178197.03	2048198.81	49026.72	-40003.65
B-15	40.71446	-73.82608	199622.15	1032464.74	178180.67	2048216.03	49049.71	-40009.62
TP-1	40.71464	-73.82627	199685.80	1032412.78	178244.33	2048164.06	48973.41	-39979.10
TP-2	40.71439	-73.82623	199596.19	1032422.93	178154.72	2048174.22	49025.70	-40052.57



LOCATION KEY PLAN

SCALE: 1" = 30'



4" CASING

DRILLING MUD

FILL: SAND 7	F-M-C BROWN SOME GRAVEL LITTLE SILT BRICK FRAGMENTS	4	7	4	8	13	6	46.3
		5	9	5	10	5	6	44.3
		6	8	10	8	4	6	42.3
		38.8						
	F-M BROWN SOME SILT SOME GRAVEL	7	6	4	4	10	12	37.3
(1)	BOULDER	R1	REC=35%	3	3			32.3
	GRAVEL TRACE FINE BROWN SAND TRACE SILT (GP) 2a	8	54	25	33	35	7	27.3
	F-M-C LITTLE SILT TRACE GRAVEL (SM)	9	12	14	16	19	12	22.3
	BROWN SAND 3b	10	10	9	10	14	12	17.3
	F-M-C LITTLE GRAVEL TRACE SILT (SP)	11	11	15	14	18	18	12.3
	11/17/2015 EOB @ 42 FT							10.3

FILL:
GRAVEL

DRILLING MUD

FILL: 7	F-M BROWN SAND AND SILT TRACE GRAVEL	3	3	2	2	5	12	46.1
	GRAVEL AND F-M-C BROWN SAND TRACE SILT	4	8	4	4	4	6	44.1
	* 1	5	4	8	7	5	12	42.1
	* 2	6	8	5	2	2	6	40.1
	* 3	7	1	1	3	11	20	38.1
BROWN SAND LITTLE SILT (SM)	F-M-C AND GRAVEL 3b	8	3	13	16	20	12	36.1
	F-M SOME GRAVEL 3a	9	87	90	34	22	12	34.1
	AND F-M-C SAND LITTLE SILT (GP) 2a	10	25	26	21	40	14	32.1
	AND F-M-C SAND TRACE SILT (GW) 2b	11	12	11	13	15	10	30.1
GRAVEL AND F-M-C SAND BROWN	F-M-C SAND LITTLE SILT (GM) 3a	12	17	19	33	100	8	28.1
	AND F-M SAND TRACE SILT (GP-GM) 2a	13	45	31	45	38	8	25.1
	F-M BROWN SAND TRACE SILT (SP-SM) 3b	14	10	12	13	14	10	24.1
	11/13/2015 EOB @ 31 FT							22.1

* 1
FILL:
F-M BROWN SAND
SOME GRAVEL
SOME SILT
ASPHALT
7

* 2
FILL:
GRAVEL
SOME F-M-C
BROWN SAND
SOME SILT
7

* 3
FILL:
BROWN SILT
AND F-M SAND
TRACE GRAVEL
7

FILL:
7

(1)

GR
SOME F-M-C
TRAC
(G

TI

BROWN
SAND
3b

TI

11/1:
EOB @
F
F-M-C BR

B-11
SURF. EL. 59.0
11/05/2015

LOCATION PLAN

SCALE: 1" = 30'



CURB

FILL: LIGHT GRAY CONCRETE FRAGMENTS 7	1	6 10 16 13	18	57.0
	2	12 13 20 33	14	55.0
	3	15 12 9 4	14	53.0
	4	13 33 15 5	8	51.0
	5	9 13 12 15	3	49.0
	6A	19 30 16 15	24	
F-M BROWN SAND SOME CLAYEY SILT LITTLE GRAVEL (SM) 3a	6B			
	(1) BOULDER	R1 REC=36%	15	44.0
(1) BOULDER			15	42.0
		R2 REC=40%	15	
F-M-C SOME GRAVEL TRACE SILT (SP) 3b	7	1 6 12 13	6	38.0
				34.5
BROWN SAND SOME SILT & CLAY LITTLE GRAVEL (SC-SM) 3a	8	10 19 17 21	6	34.0
				30.5
F-M SOME CLAY & SILT LITTLE GRAVEL (SM) 3b	9	3 6 12 16	6	29.0
				27.0

(1) CORE THROUGH BOULDERS.

B-12
SURF. EL. 52.2
11/23/2015

F-M-C BROWN-GRV SOME GRAV
F-M-C BROV LITT GRAV
F-M BROV
FILL: SAND SOME SILT 7
BROV Fill
BROV F-M LITT GRAV
GRAVEL TRACE FINE GRAY SAN TRACE SILT (1) (GP) 2a
F-M BROWN SAND SOME SILT LITTLE GRAVEL (SM) 3a

4" CASING

DRILLING MUD

(1) RING CHATTERING AT EL. 31.7

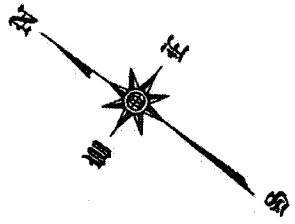


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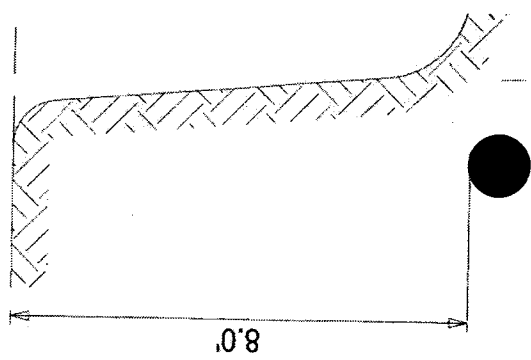
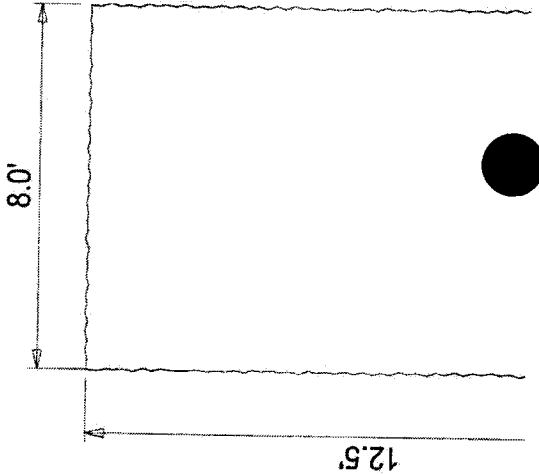
CURB

LOCATION PLAN

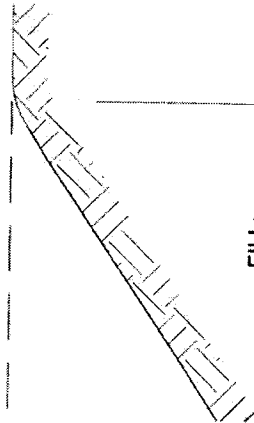
SCALE: 1" = 30'



B




TE
OR
TION



FILL:
GRAVEL
AND F-M GRAY SAND
TRACE SILT
CONCRETE
COBBLES

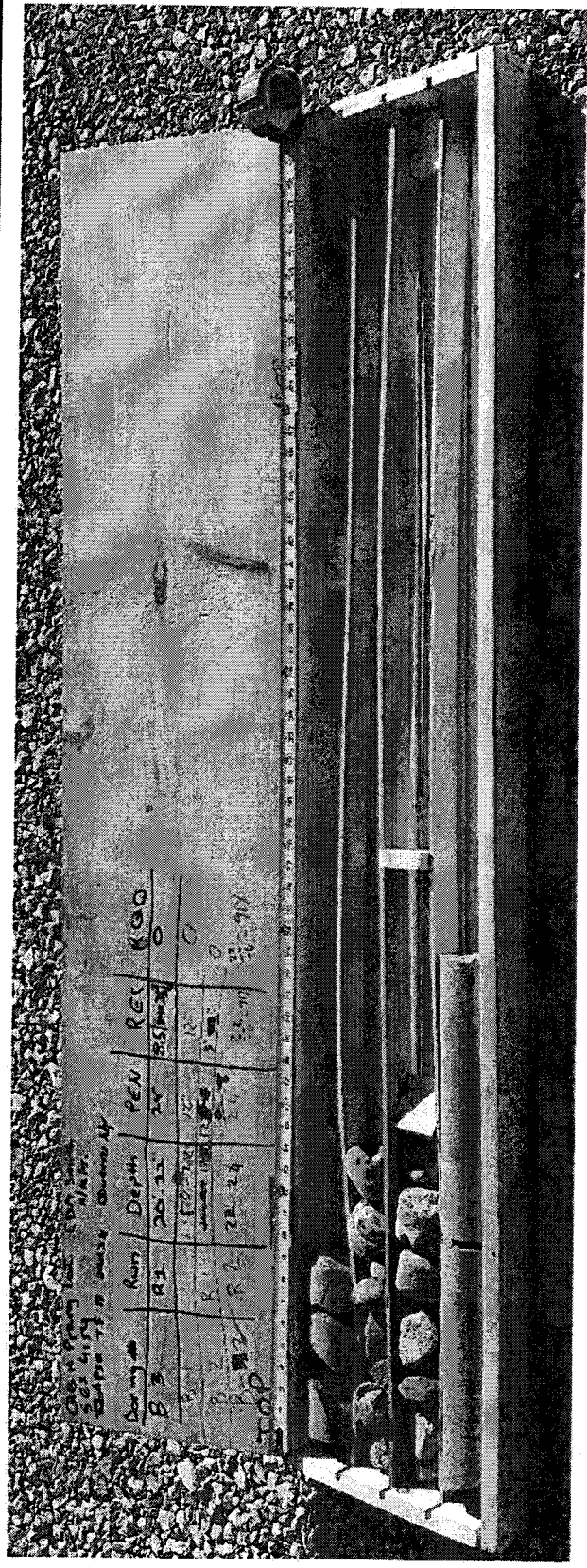



ROCK CORE PHOTOGRAPHIC LOGS

DDC Project No: TF18-2012N		ROCK CORE PHOTOGRAPHIC LOG	
 Department of Design and Construction	Project Name: Queensboro Hall Parking Lot		
	Location: 80-25 126th Street, Queens, NY		
	SES No.: 4154		



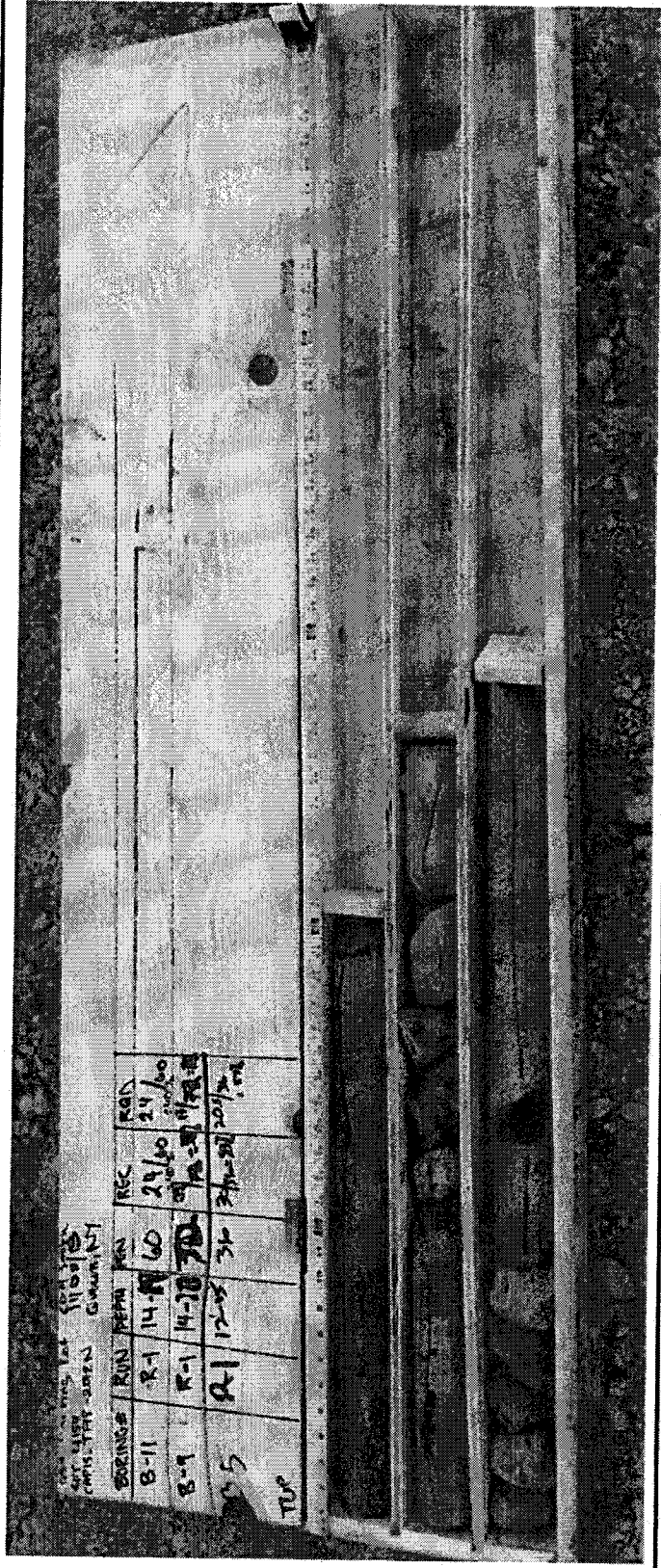
Boring No.	R-1
B-1	R-1
B-2	R-2
B-3	R-1



DDC Project No: TF18-2012N	ROCK CORE PHOTOGRAPHIC LOG
Department of NYC Design and Construction	Project Name: Queensboro Hall Parking Lot Location: 80-25 126th Street, Queens, NY SES No.: 4154
	

Boring No.

- B-5
- B-9
- B-11



TEST PIT PHOTOGRAPHIC LOG



DDC Project No: TF18-2012N		TEST PIT PHOTOGRAPHIC LOG	
	Project Name: Queensboro Hall Parking Lot		
	Location: 80-25 126 th Street		
	SES No.: 4154		

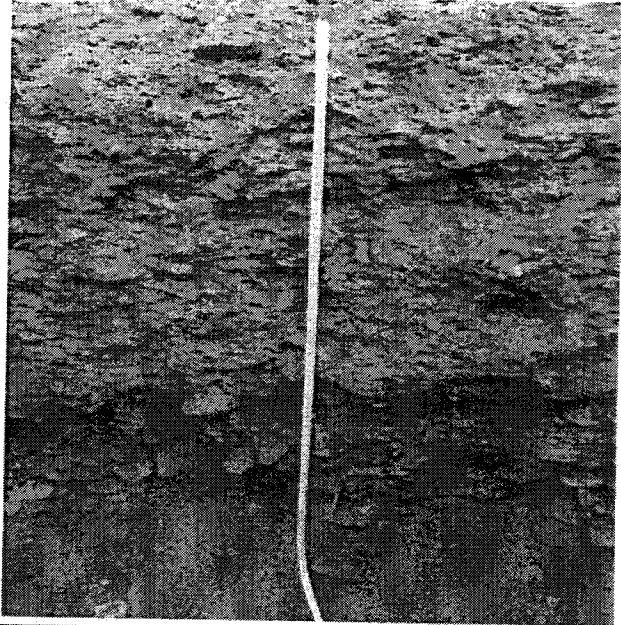
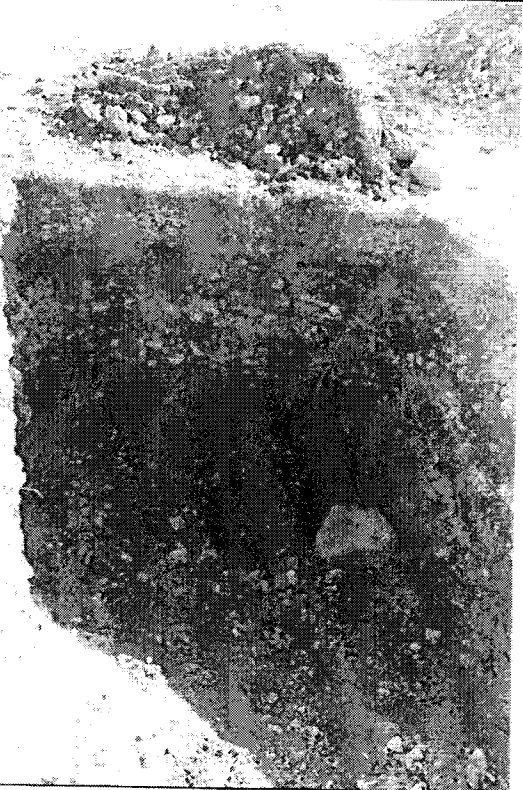
Photo # 01	Date 11/10/2015	
Description: Test Pit TP-1. Overview of test pit looking down.		

Photo # 02	Date 11/09/2015	
Description: Test Pit TP-2. Overview of test pit looking down.		

PERMEABILITY TEST LOGS



PT ID No. B-4
Sheet 1 of 2

Prepared for: NVE Environmental Protection	PROJECT: Task ID 10724 - Queensboro Hall Parking Lot LOCATION / BOROUGH: 80-25 126th Street, Queens, NY
INSPECTOR: G. Hunter CONTRACTOR: ADT P.E./REP.: B. Bunting	DRILLER: D. Gopaul HELPER: L. Malyukov Start Date: 11/16/2015 Start Time: 8:25AM Weather: Sunny, 15 C

Depth of PT: 5 ft Rig Type: CME-75	Drill Bit Type: Roller Casing Internal Diameter: 4 in Casing Length: 68 in	Weight of Hammer for casing: 140 lbs Type of Hammer: Automatic
---------------------------------------	----------------------------------------------------------------------------------	-------------------------------------------------------------------

General Formula: $K_m = \pi R_t \times \frac{D \left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{11 \times (t_2 - t_1)}$

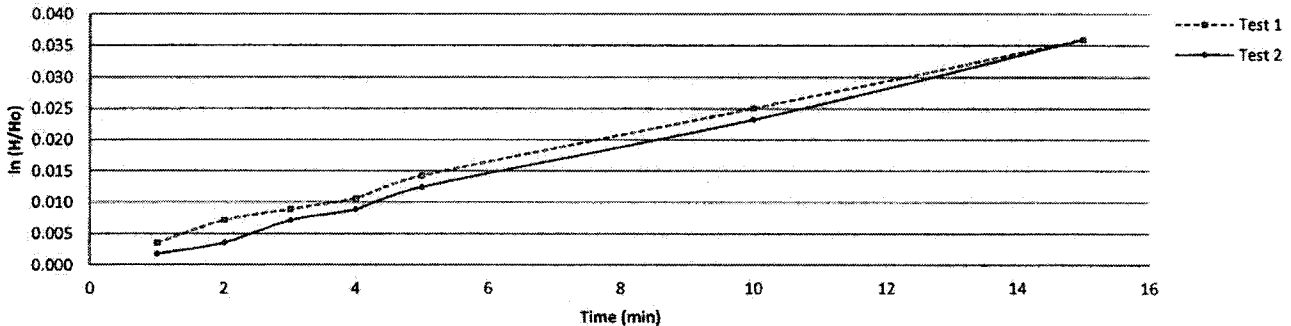
Formula for 4" internal diameter casing (in/hr): $K_m = 1.142 R_t \times \frac{\left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{(t_2 - t_1)}$

where: $R_t = 2.2902(0.9842^T) / T^{0.1702}$

B-4 @ 5 ft

TEST 1						TEST 2					
Water temperature (°C), T: 13.5			Rt= 1.19			Water temperature (°C), T: 13.5			Rt= 1.19		
FIELD DATA		CALCULATED DATA				FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)	Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)
1	0.240	67.760	0.004	0.017	0.2874	1	0.120	67.880	0.002	0.017	0.1436
2	0.480	67.520	0.007	0.017	0.2885	2	0.240	67.760	0.004	0.017	0.1438
3	0.600	67.400	0.009	0.017	0.1446	3	0.480	67.520	0.007	0.017	0.2885
4	0.720	67.280	0.011	0.017	0.1449	4	0.600	67.400	0.009	0.017	0.1446
5	0.960	67.040	0.014	0.017	0.2905	5	0.840	67.160	0.012	0.017	0.2900
10	1.680	66.320	0.025	0.083	0.1756	10	1.560	66.440	0.023	0.083	0.1753
15	2.400	65.600	0.036	0.083	0.1775	15	2.400	65.600	0.036	0.083	0.2069

B-4 @ 5 ft



TEST 1 FINAL RESULTS	TEST 2 FINAL RESULTS
Time Weighted Average Permeability Coefficient Km= 0.1947 in/hr	Time Weighted Average Permeability Coefficient Km= 0.1947 in/hr

AVERAGE B-4 @ 5 ft	
Time Weighted Average Permeability Coefficient	Km= 0.1947 in/hr

Inspectors Remarks:
Cuttings and tailings consist of fine gravel, fine to coarse sand.

DEFINITION OF VARIABLES

- *Km= Mean permeability
- T = Temperature of permeant (water), in °C
- Ln = Natural Logarithmic
- t1 = Time at the start of the test in the same units selected for Km
- t2= Time at the end of the test in the units selected for Km
- h1= Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
- h2= Height of the water above the bottom of the casing at the end of the test in the same units selected for Km

	PT ID No. B- 4A Sheet 2 of 2
--	------------------------------------------------------

Prepared for:	PROJECT: Task ID 10724 - Queensboro Hall Parking Lot LOCATION / BOROUGH : 80-25 126th Street, Queens, NY
INSPECTOR: G. Hunter CONTRACTOR: ADT P.E./REP.: B. Bunting	DRILLER: D. Gopaul HELPER: L. Malykov Start Date: 11/16/2015 Start Time: 10:00AM Weather: Sunny, 19.5 C

Depth of PT: 10 ft Rig Type: CME-75	Drill Bit Type: Roller Casing Internal Diameter: 4 in Casing Length: 108 in	Weight of Hammer for casing: 140 lbs Type of Hammer: Automatic
----------------------------------------	-----------------------------------------------------------------------------------	-------------------------------------------------------------------

General Formula: Formula for 4" internal diameter casing (in/hr):

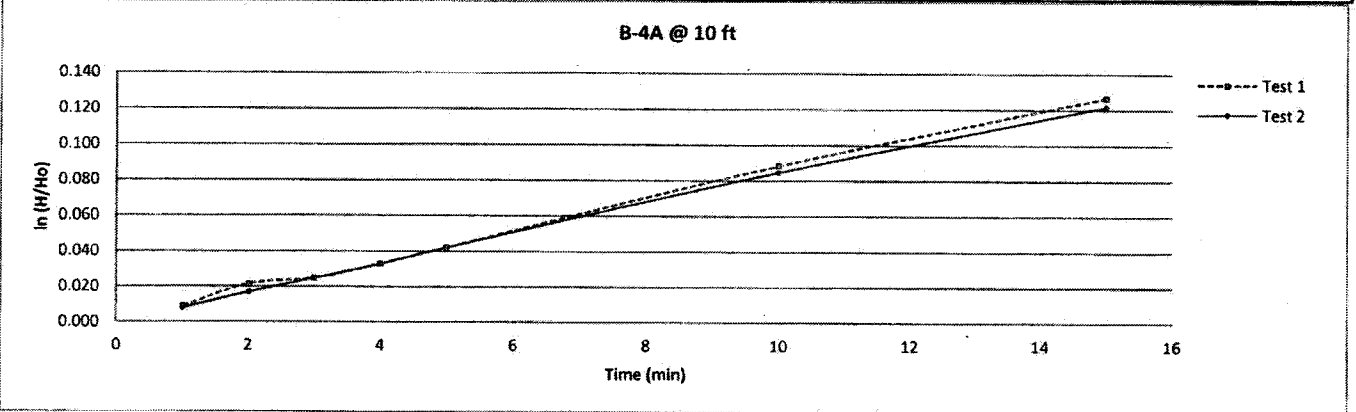
ASTM D-6391 - 11 PERMEABILITY COEFFICIENT (Km) FORMULA:

$$K_m = \pi R_t \times \frac{D \left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{11 \times (t_2 - t_1)}$$

$$K_m = 1.142 R_t \times \frac{\left[\ln \left(\frac{h_1}{h_2} \right) \right]}{(t_2 - t_1)}$$

where: $R_t = 2.2902(0.9842^T) / \gamma^{0.1702}$

B-4A @ 10 ft											
TEST 1						TEST 2					
Water temperature (°C), T: 13.5						Water temperature (°C), T: 13.5					
Rt= 1.19						Rt= 1.19					
FIELD DATA			CALCULATED DATA			FIELD DATA			CALCULATED DATA		
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)	Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)
1	0.960	107.040	0.009	0.017	0.7259	1	0.840	107.160	0.008	0.017	0.6348
2	2.280	105.720	0.021	0.017	1.0088	2	1.800	106.200	0.017	0.017	0.7316
3	2.640	105.360	0.025	0.017	0.2773	3	2.640	105.360	0.025	0.017	0.6456
4	3.480	104.520	0.033	0.017	0.6508	4	3.480	104.520	0.033	0.017	0.6508
5	4.440	103.560	0.042	0.017	0.7502	5	4.440	103.560	0.042	0.017	0.7502
10	9.120	98.880	0.088	0.083	0.7519	10	8.760	99.240	0.085	0.083	0.6928
15	12.840	95.160	0.127	0.083	0.6235	15	12.360	95.640	0.122	0.083	0.6008



TEST 1 FINAL RESULTS Time Weighted Average Permeability Coefficient Km= 0.6860 in/hr	TEST 2 FINAL RESULTS Time Weighted Average Permeability Coefficient Km= 0.6587 in/hr
-------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

AVERAGE B-4A @ 10 ft	
Time Weighted Average Permeability Coefficient	Km= 0.6724 in/hr

Inspectors Remarks:
 Cuttings and tailings consist of fine gravel, fine to coarse sand.

DEFINITION OF VARIABLES

*Km= Mean permeability
 T = Temperature of permeant (water), in °C
 Ln = Natural Logarithmic
 t1 = Time at the start of the test in the same units selected for Km
 t2 = Time at the end of the test in the units selected for Km
 h1 = Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
 h2 = Height of the water above the bottom of the casing at the end of the test in the same units selected for Km



PT ID No. B-13
Sheet 3 of 3

Prepared for: NYC Environmental Protection	PROJECT: Task ID 10724 - Queensboro Hall Parking Lot LOCATION / BOROUGH: 80-25 126th Street, Queens, NY
INSPECTOR: A. Reddy CONTRACTOR: ADT P.E./REP.: B. Bunting	DRILLER: D. Gopaul HELPER: L. Malyvkov Start Date: 11/6/2015 Start Time: 2:00PM Weather: Sunny, 21 C
Depth of PT: 15 ft Rig Type: CME-75	Drill Bit Type: Roller Casing Internal Diameter: 4 in Casing Length: 210 in Weight of Hammer for casing: 140 lbs Type of Hammer: Automatic

General Formula: $K_m = \pi R_t \times \frac{D \left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{11 \times (t_2 - t_1)}$

Formula for 4" internal diameter casing (in/hr): $K_m = 1.142 R_t \times \frac{\left[\ln \left(\frac{h_1}{h_2} \right) \right]}{(t_2 - t_1)}$

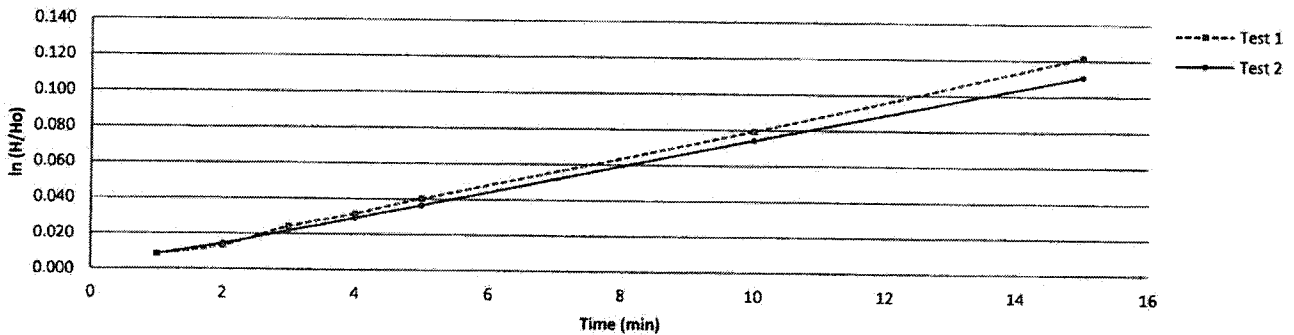
ASTM D-6391 - 11 PERMEABILITY COEFFICIENT (Km) FORMULA:

where: $R_t = 2.2902(0.9842^T) / T^{0.1702}$

B-13 @ 15 ft

TEST 1						TEST 2					
Water temperature (°C), T: 19						Water temperature (°C), T: 19					
Rt= 1.03						Rt= 1.03					
FIELD DATA		CALCULATED DATA				FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)	Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)
1	1.750	208.250	0.008	0.017	0.5881	1	1.750	208.250	0.008	0.017	0.5881
2	2.750	207.250	0.013	0.017	0.3383	2	3.000	207.000	0.014	0.017	0.4231
3	5.000	205.000	0.024	0.017	0.7671	3	4.500	205.500	0.022	0.017	0.5111
4	6.500	203.500	0.031	0.017	0.5161	4	6.000	204.000	0.029	0.017	0.5148
5	8.250	201.750	0.040	0.017	0.6069	5	7.500	202.500	0.036	0.017	0.5186
10	16.000	194.000	0.079	0.083	0.5505	10	15.000	195.000	0.074	0.083	0.5304
15	24.000	186.000	0.121	0.083	0.5919	15	22.000	188.000	0.111	0.083	0.5138

B-13 @ 15 ft



TEST 1 FINAL RESULTS		TEST 2 FINAL RESULTS	
Time Weighted Average Permeability Coefficient	Km= 0.5686 in/hr	Time Weighted Average Permeability Coefficient	Km= 0.5184 in/hr
AVERAGE B-13 @ 15 ft			
Time Weighted Average Permeability Coefficient	Km= 0.5435 in/hr		

Inspectors Remarks:
Cuttings and tailings consist of brown, fine to coarse SAND, some fine to coarse gravel.

DEFINITION OF VARIABLES

*Km= Mean permeability
T = Temperature of permeant (water), in °C
Ln = Natural Logarithmic
t1 = Time at the start of the test in the same units selected for Km

t2= Time at the end of the test in the units selected for Km
h1= Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
h2= Height of the water above the bottom of the casing at the end of the test in the same units selected for Km



PT ID No. B-14
Sheet 3 of 3

Prepared for: NVC Environmental Protection	PROJECT: Task ID 10724 - Queensboro Hall Parking Lot LOCATION / BOROUGH: 80-25 126th Street, Queens, NY
INSPECTOR: D. Antoine CONTRACTOR: ADT P.E./REP.: B. Bunting	DRILLER: D. Gopaul HELPER: L. Malyvkov Start Date: 11/24/2015 Start Time: 12:05PM Weather: Sunny, 7 C
Depth of PT: 15 ft Rig Type: CME-75	Drill Bit Type: Roller Casing Internal Diameter: 4 in Casing Length: 186 in Weight of Hammer for casing: 140 lbs Type of Hammer: Automatic

General Formula:
$$K_m = \pi R_t \times \frac{D \left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{11 \times (t_2 - t_1)}$$

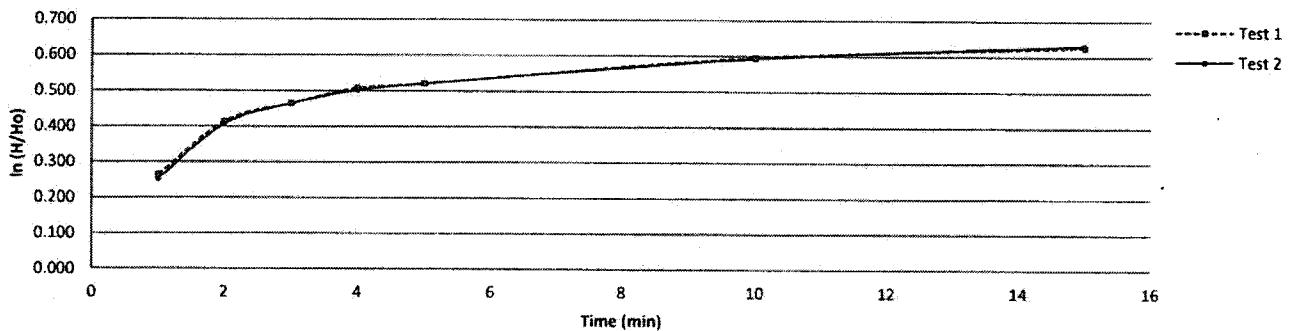
Formula for 4" internal diameter casing (in/hr):
$$K_m = 1.142 R_t \times \frac{\left[\ln \left(\frac{h_1}{h_2} \right) \right]}{(t_2 - t_1)}$$

ASTM D-6391 - 11
PERMEABILITY COEFFICIENT (Km) FORMULA:
where: $R_t = 2.2902(0.9842^T) / T^{0.1702}$

B-14 @ 15 ft

TEST 1						TEST 2					
FIELD DATA			CALCULATED DATA			FIELD DATA			CALCULATED DATA		
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)	Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)
Water temperature (°C), T: 12 Rt= 1.24						Water temperature (°C), T: 12 Rt= 1.24					
1	43.000	143.000	0.263	0.017	22.3336	1	41.375	144.625	0.252	0.017	21.3737
2	63.000	123.000	0.414	0.017	12.7987	2	62.000	124.000	0.405	0.017	13.0707
3	69.000	117.000	0.464	0.017	4.2484	3	69.000	117.000	0.464	0.017	4.9363
4	74.000	112.000	0.507	0.017	3.7102	4	73.375	112.625	0.502	0.017	3.2375
5	75.500	110.500	0.521	0.017	1.1454	5	75.500	110.500	0.521	0.017	1.6182
10	83.375	102.625	0.595	0.083	1.2561	10	83.125	102.875	0.592	0.083	1.2148
15	86.500	99.500	0.626	0.083	0.5254	15	87.000	99.000	0.631	0.083	0.6523

B-14 @ 15 ft



TEST 1 FINAL RESULTS	TEST 2 FINAL RESULTS
Time Weighted Average Permeability Coefficient Km= 3.5429 in/hr	Time Weighted Average Permeability Coefficient Km= 3.5715 in/hr

AVERAGE B-14 @ 15 ft	
Time Weighted Average Permeability Coefficient	Km= 3.5572 in/hr

Inspectors Remarks:
Cuttings and tailings consist of brown, fine to coarse SAND, silt, gravel.

DEFINITION OF VARIABLES
 *Km= Mean permeability
 T = Temperature of permeant (water), in °C
 Ln = Natural Logarithmic
 t1 = Time at the start of the test in the same units selected for Km
 t2 = Time at the end of the test in the units selected for Km
 h1 = Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
 h2 = Height of the water above the bottom of the casing at the end of the test in the same units selected for Km

CDM Smith	PT ID No. B-15 Sheet 1 of 1
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Prepared for: NYE Environmental Protection	PROJECT: Task ID 10724 - Queensboro Hall Parking Lot LOCATION / BOROUGH: 80-25 126th Street, Queens, NY
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INSPECTOR: D. Antoine	DRILLER: D. Gopaul	Start Date: 11/25/2015	Weather: Sunny, 7 C
CONTRACTOR: ADT	HELPER: L. Malyykov	Start Time: 11:20AM	
P.E./REP.: B. Bunting			

Depth of PT: 5 ft	Drill Bit Type: Roller	Weight of Hammer for casing: 140 lbs	
Rig Type: CME-75	Casing Internal Diameter: 4 in	Type of Hammer: Automatic	
	Casing Length: 68 in		

General Formula: Formula for 4" internal diameter casing (in/hr):

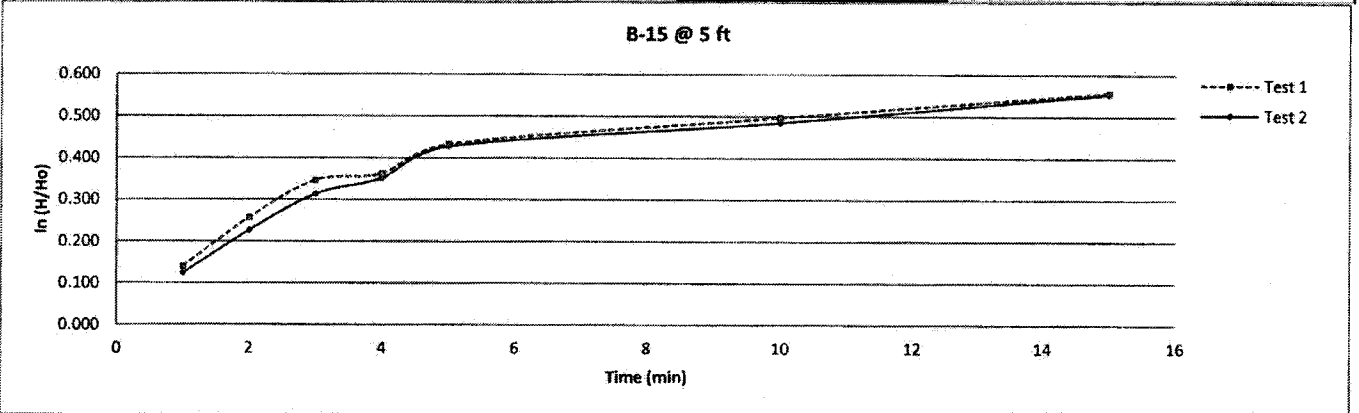
ASTM D-6391 - 11 PERMEABILITY COEFFICIENT (Km) FORMULA:

$$K_m = \pi R_t \times \frac{D \left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{11 \times (t_2 - t_1)}$$

$$K_m = 1.142 R_t \times \frac{\left\{ \ln \left(\frac{h_1}{h_2} \right) \right\}}{(t_2 - t_1)}$$

where: $R_t = 2.2902(0.9842^T) / \gamma^{0.1702}$

B-15 @ 5 ft											
TEST 1						TEST 2					
Water temperature (°C), T: 12						Water temperature (°C), T: 12					
Rt= 1.24						Rt= 1.24					
FIELD DATA			CALCULATED DATA			FIELD DATA			CALCULATED DATA		
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)	Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t ₂ -t ₁)	*Km (in/hr)
1	8.875	59.125	0.140	0.017	11.8806	1	7.875	60.125	0.123	0.017	-
2	15.375	52.625	0.256	0.017	9.8935	2	13.750	54.250	0.226	0.017	8.7348
3	19.875	48.125	0.346	0.017	7.5937	3	18.250	49.750	0.312	0.017	7.3561
4	20.625	47.375	0.361	0.017	1.3343	4	20.125	47.875	0.351	0.017	3.2635
5	23.875	44.125	0.432	0.017	6.0373	5	23.625	44.375	0.427	0.017	6.4492
10	26.625	41.375	0.497	0.083	1.0933	10	26.125	41.875	0.485	0.083	0.9852
15	29.000	39.000	0.556	0.083	1.0044	15	28.875	39.125	0.553	0.083	1.1541



TEST 1 FINAL RESULTS	TEST 2 FINAL RESULTS
Time Weighted Average Permeability Coefficient Km= 3.1485 in/hr	Time Weighted Average Permeability Coefficient Km= 2.4333 in/hr

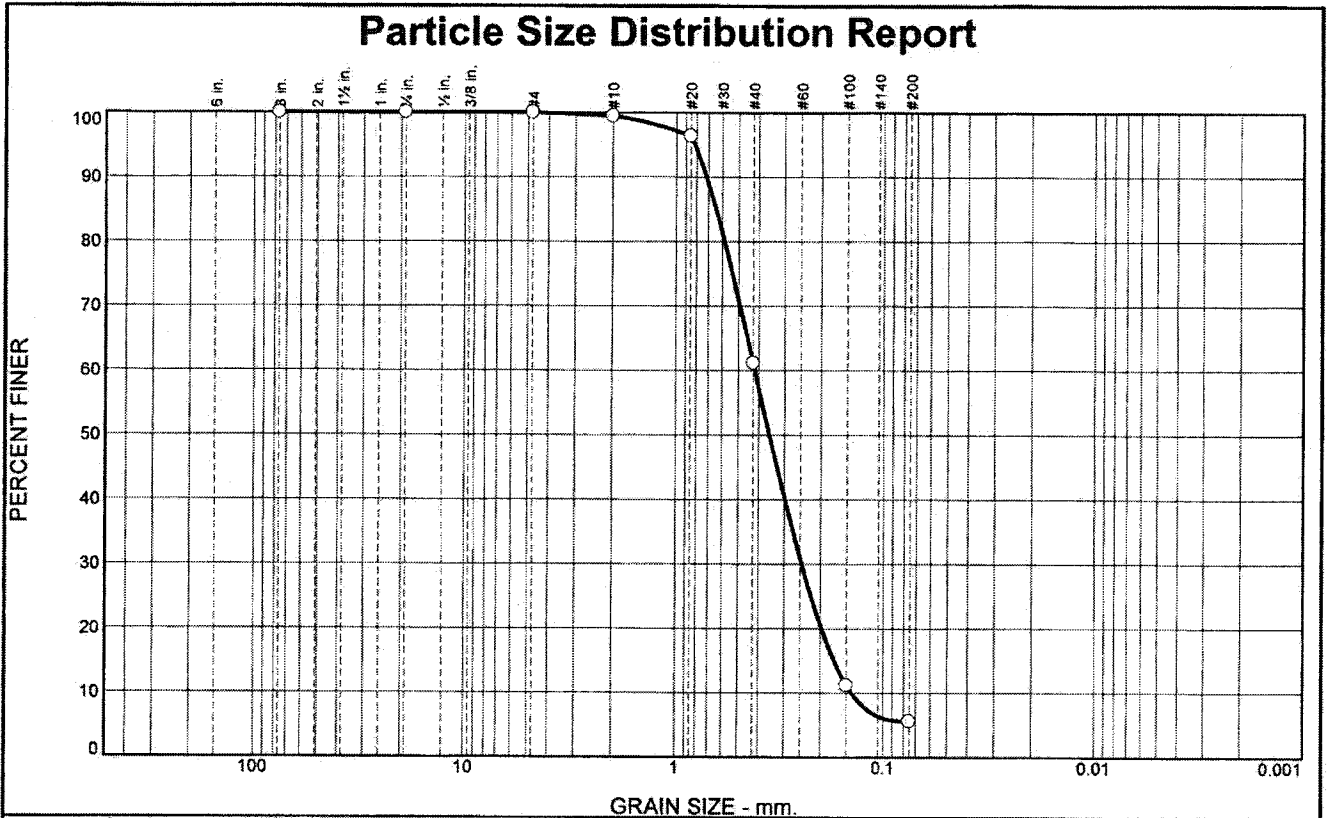
AVERAGE B-15 @ 5 ft	
Time Weighted Average Permeability Coefficient	Km= 2.7909 in/hr

Inspectors Remarks:
Cuttings and tailings consist of brown, fine to coarse SAND, silt, gravel.

DEFINITION OF VARIABLES

*Km= Mean permeability
T = Temperature of permeant (water), in °C
Ln = Natural Logarithmic
t1 = Time at the start of the test in the same units selected for Km
t2= Time at the end of the test in the units selected for Km
h1= Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
h2= Height of the water above the bottom of the casing at the end of the test in the same units selected for Km

GEOTECHNICAL LABORATORY TEST RESULTS



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.5	38.3	55.6	5.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.5		
#20	96.4		
#40	61.2		
#100	11.2		
#200	5.6		

Material Description

Poorly graded sand with silt

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.7136 D₈₅= 0.6417 D₆₀= 0.4170
 D₅₀= 0.3534 D₃₀= 0.2461 D₁₅= 0.1719
 D₁₀= 0.1423 C_u= 2.93 C_c= 1.02

Classification
 USCS= SP-SM AASHTO=

Remarks
 As received moisture content=19.8%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

* (no specification provided)

Source of Sample: B-1 Depth: 25-27
 Sample Number: S-8

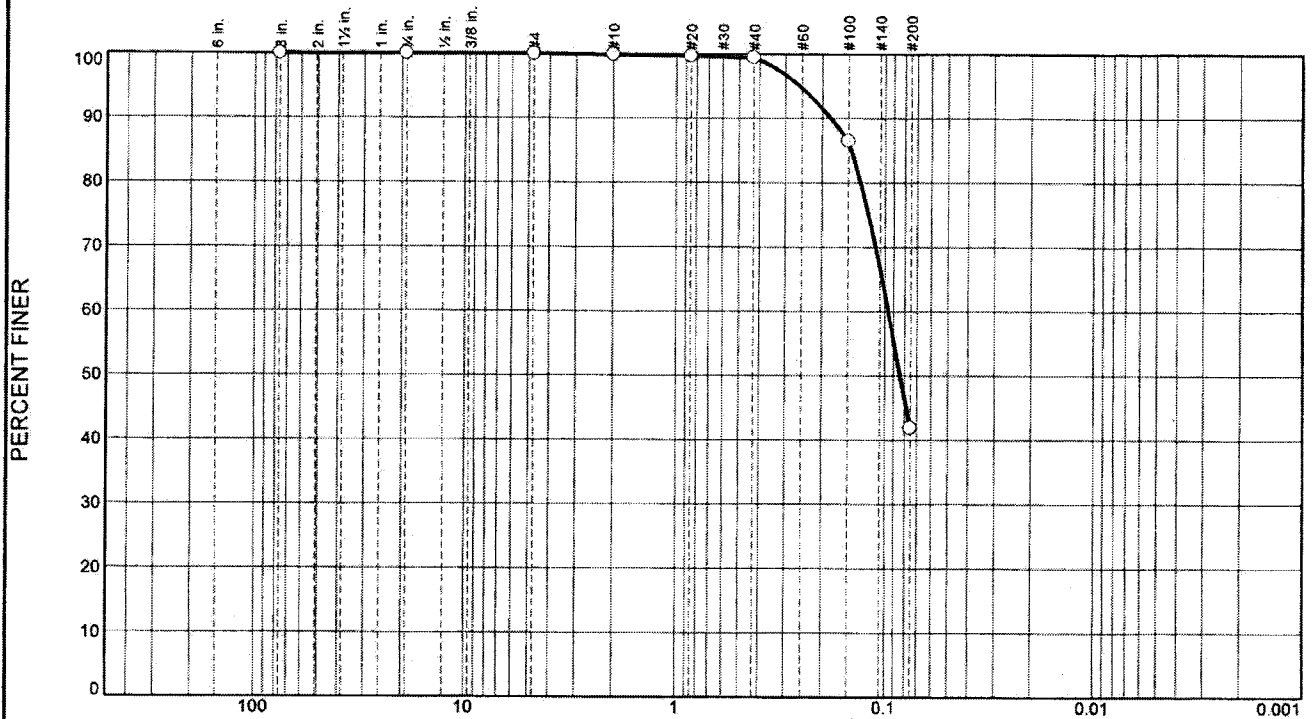
Date: 11/18/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670 Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	0.4	57.5	41.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.8		
#20	99.7		
#40	99.4		
#100	86.5		
#200	41.9		

(no specification provided)

Material Description
Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.1818 D₈₅= 0.1452 D₆₀= 0.0959
 D₅₀= 0.0836 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=26.8%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

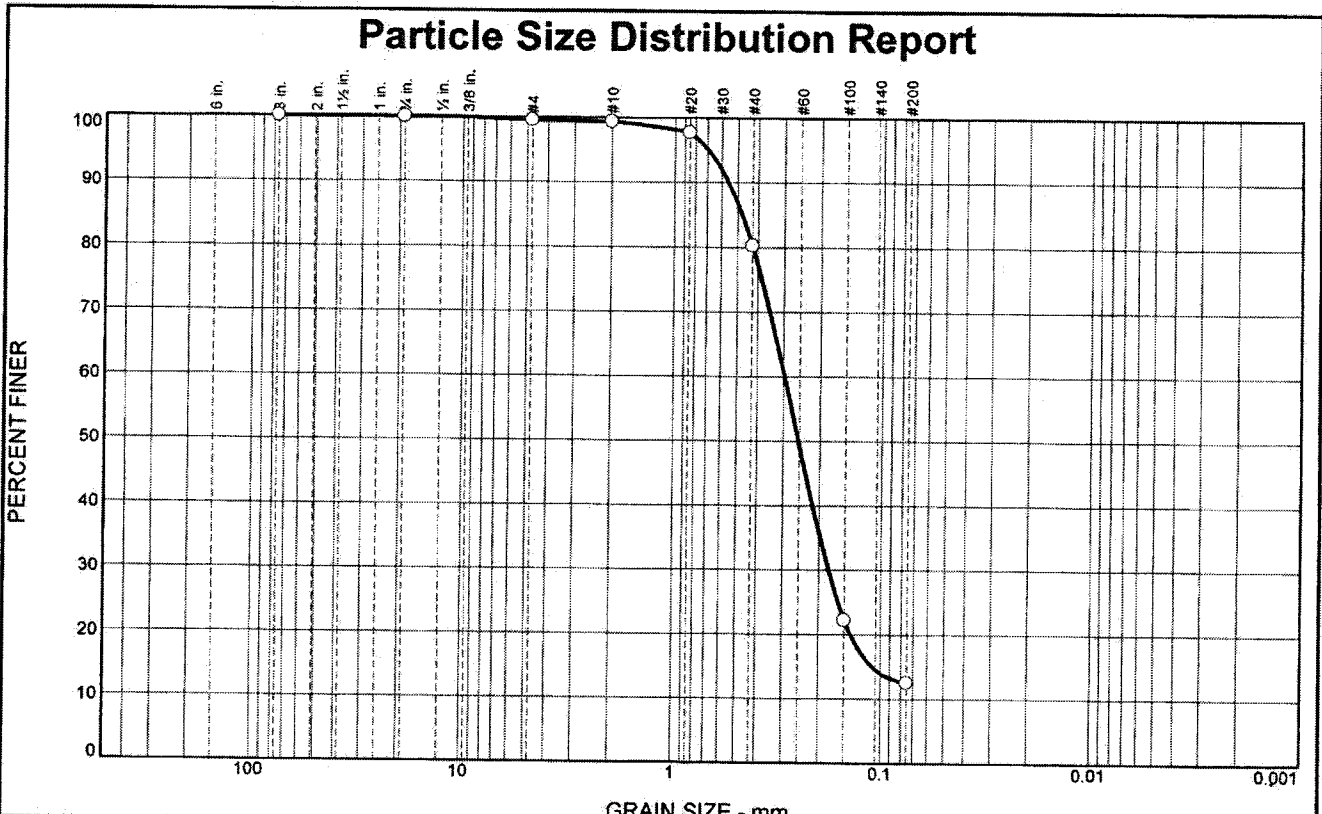
Source of Sample: B-1 Depth: 35-37
 Sample Number: S-10

Date: 11/18/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670 Figure

Tested By: JC

Checked By: BFM



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.4	0.2	19.1	67.8		12.5

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	99.6		
#10	99.4		
#20	97.7		
#40	80.3		
#100	22.2		
#200	12.5		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.5534 D₈₅= 0.4757 D₆₀= 0.2960
 D₅₀= 0.2527 D₃₀= 0.1794 D₁₅= 0.1105
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=14.0%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

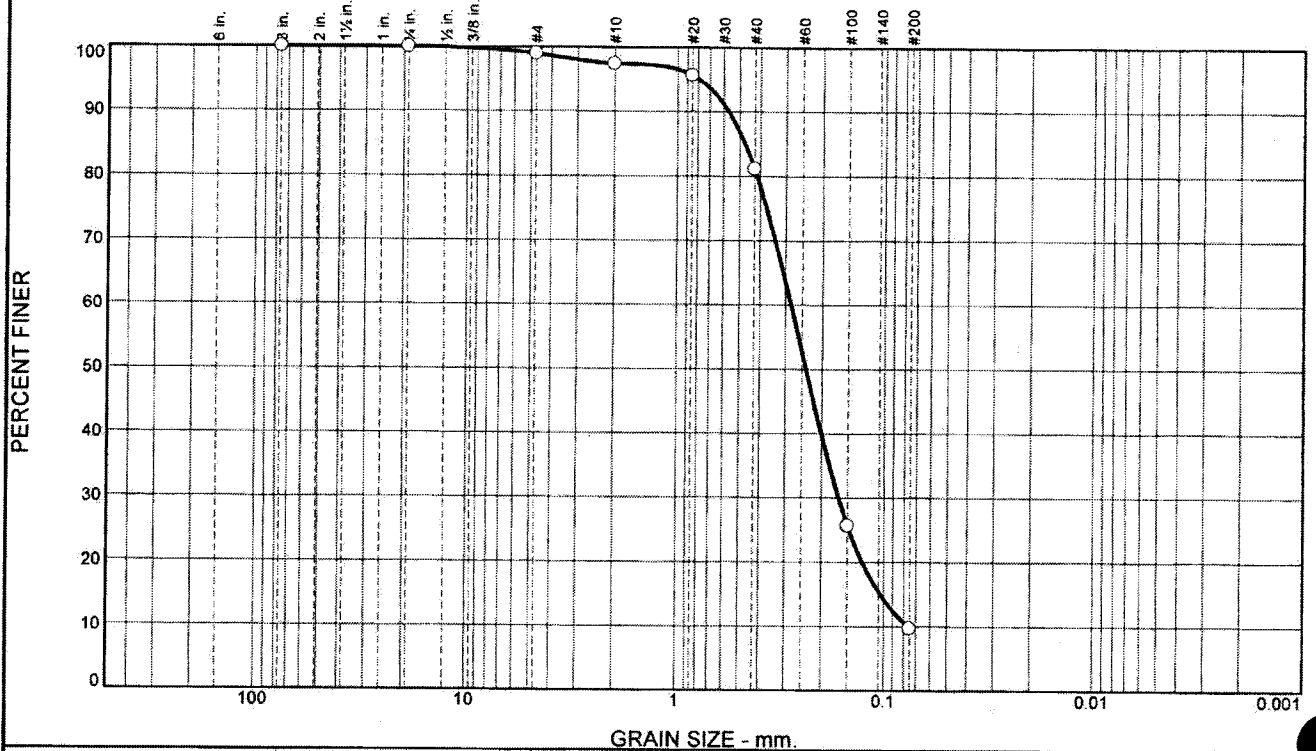
Source of Sample: B-2 Depth: 30-32
 Sample Number: S-10

Date: 11/19/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520.111670</p>
	<p>Figure</p>

Tested By: JC Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	1.0	1.5	16.3	71.5		9.7

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	99.0		
#10	97.5		
#20	95.6		
#40	81.2		
#100	25.6		
#200	9.7		

* (no specification provided)

Material Description

Poorly graded sand with silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.5659 D₈₅= 0.4719 D₆₀= 0.2823
D₅₀= 0.2386 D₃₀= 0.1657 D₁₅= 0.1039
D₁₀= 0.0766 C_u= 3.68 C_c= 1.27

Classification

USCS= SP-SM AASHTO=

Remarks

As received moisture content=20.1%
Fines classification and description based on
Visual Manual Procedure ASTM D2488

Source of Sample: B-2 Depth: 40-42
Sample Number: S-12

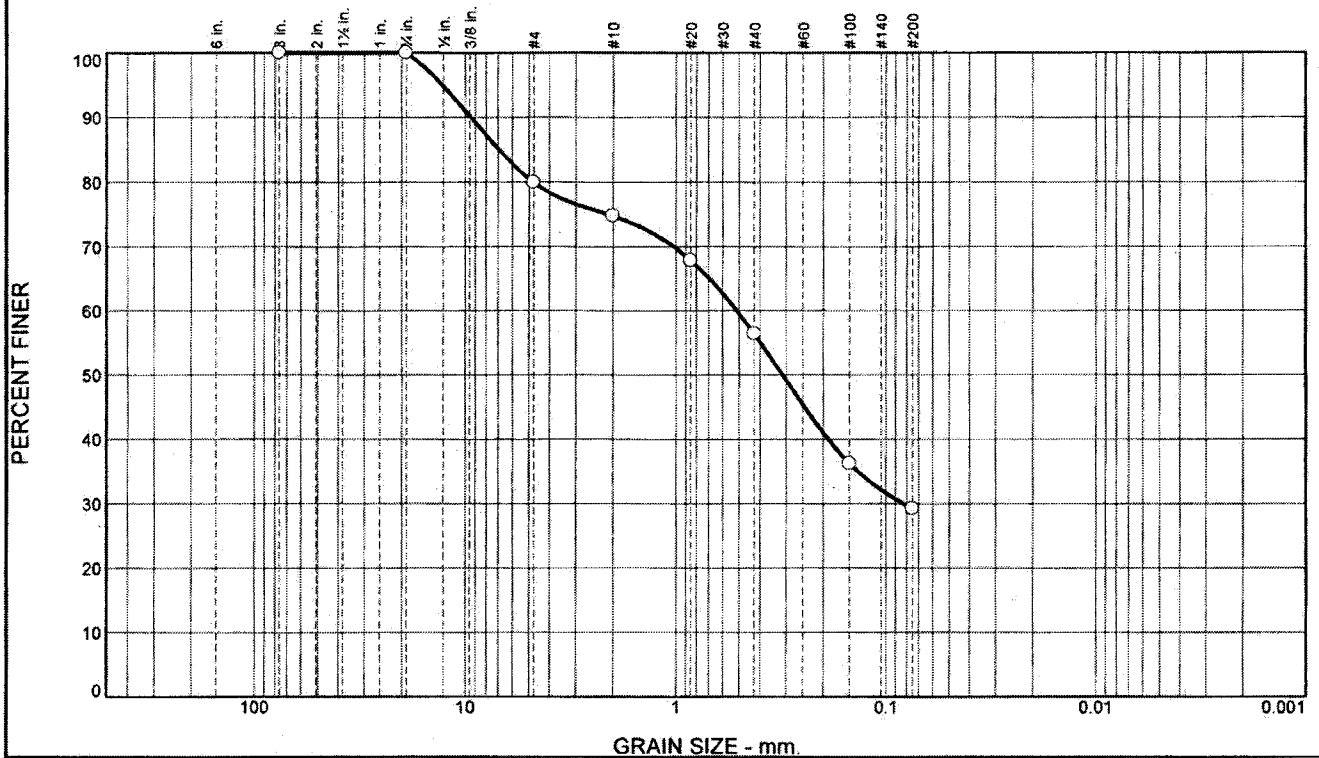
Date: 11/19/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	20.0	5.2	18.4	27.2		29.2

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	80.0		
#10	74.8		
#20	67.8		
#40	56.4		
#100	36.2		
#200	29.2		

(no specification provided)

Material Description
Silty sand with gravel

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 9.4021 D₈₅= 6.9223 D₆₀= 0.5138
 D₅₀= 0.3119 D₃₀= 0.0824 D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=15.0%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-3 Depth: 15-17
 Sample Number: S-7

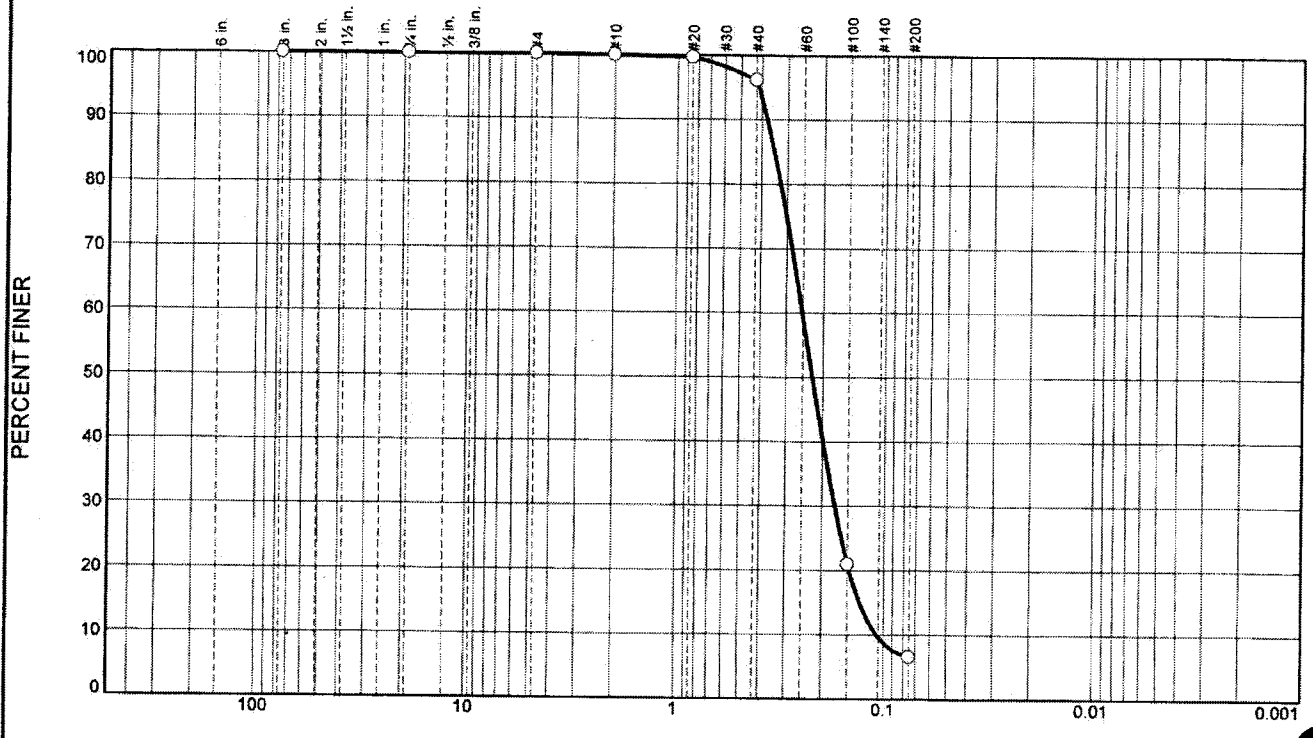
Date: 11/16/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670 Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.1	3.8	89.6	6.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.9		
#20	99.6		
#40	96.1		
#100	20.9		
#200	6.5		

Material Description
Poorly graded sand with silt

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.3751 D₈₅= 0.3462 D₆₀= 0.2518
 D₅₀= 0.2239 D₃₀= 0.1737 D₁₅= 0.1310
 D₁₀= 0.1086 C_u= 2.32 C_c= 1.10

Classification
 USCS= SP-SM AASHTO=

Remarks
 As received moisture content=26.1%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

* (no specification provided)

Source of Sample: B-3 Depth: 35-37
 Sample Number: S-10

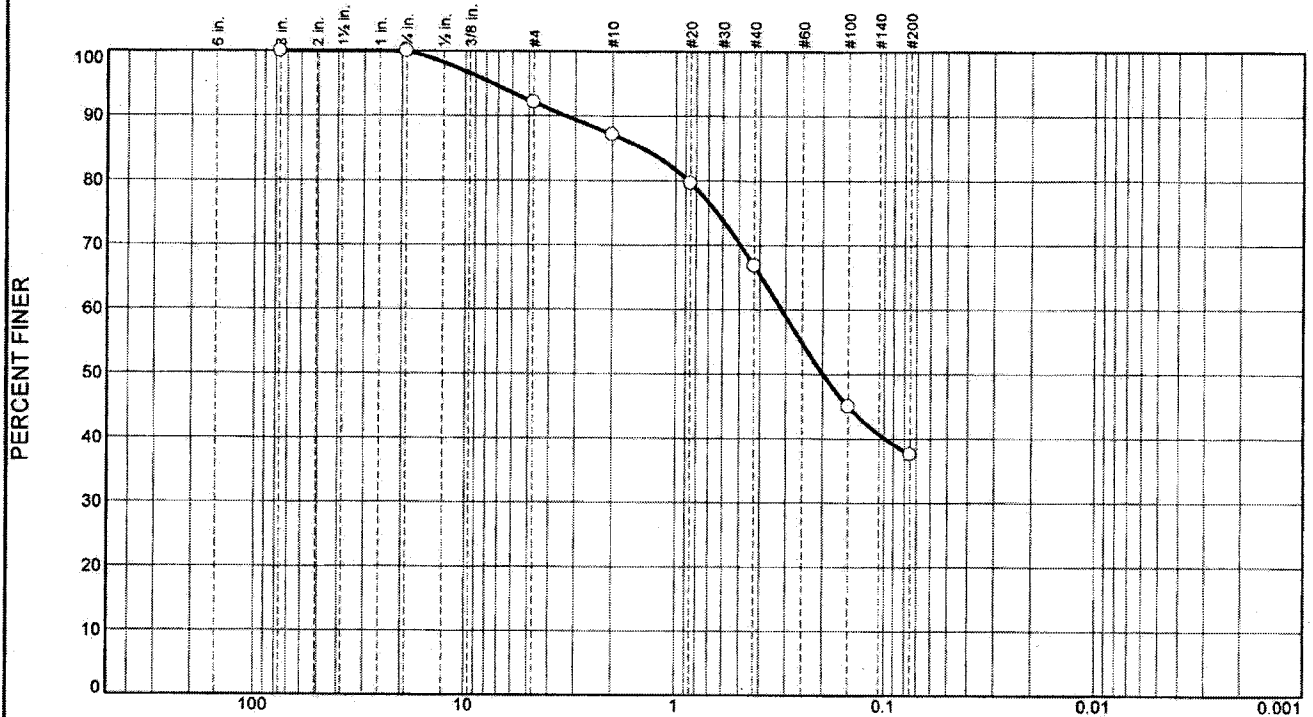
Date: 11/17/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520.111670
	Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	7.9	5.0	20.3	29.2	37.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	92.1		
#10	87.1		
#20	79.6		
#40	66.8		
#100	45.0		
#200	37.6		

Material Description
Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 3.3344 D₈₅= 1.4403 D₆₀= 0.3147
 D₅₀= 0.1992 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=16.4%
 Fines classification and description based on Visual Manual Procedure ASTM D2488

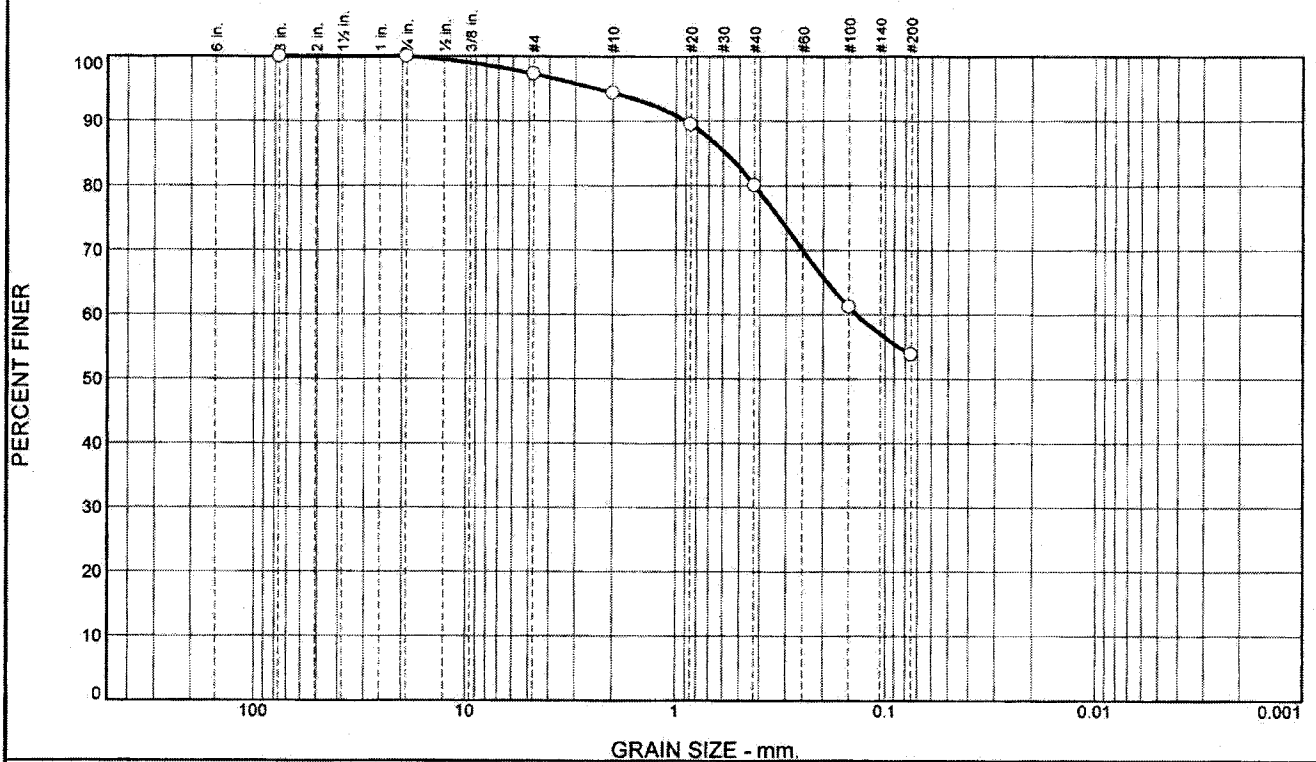
(no specification provided)

Source of Sample: B-4 Depth: 5-7 Date: 11/13/15
 Sample Number: S-3

CDM Smith Boston, Massachusetts	Client: NYC DDC
	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Project No: 117520.111670	Figure

Tested By: JC Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.7	3.0	14.2	26.3	53.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	97.3		
#10	94.3		
#20	89.4		
#40	80.1		
#100	61.2		
#200	53.8		

(no specification provided)

Material Description

Sandy silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.9039 D₈₅= 0.5822 D₆₀= 0.1376

D₅₀= D₃₀= D₁₅=

D₁₀= C_u= C_c=

Classification

USCS= ML AASHTO=

Remarks

As received moisture content=16.9%

Fines classification and description based on Visual Manual Procedure ASTM D2488

Source of Sample: B-4 Depth: 13-15
 Sample Number: S-7

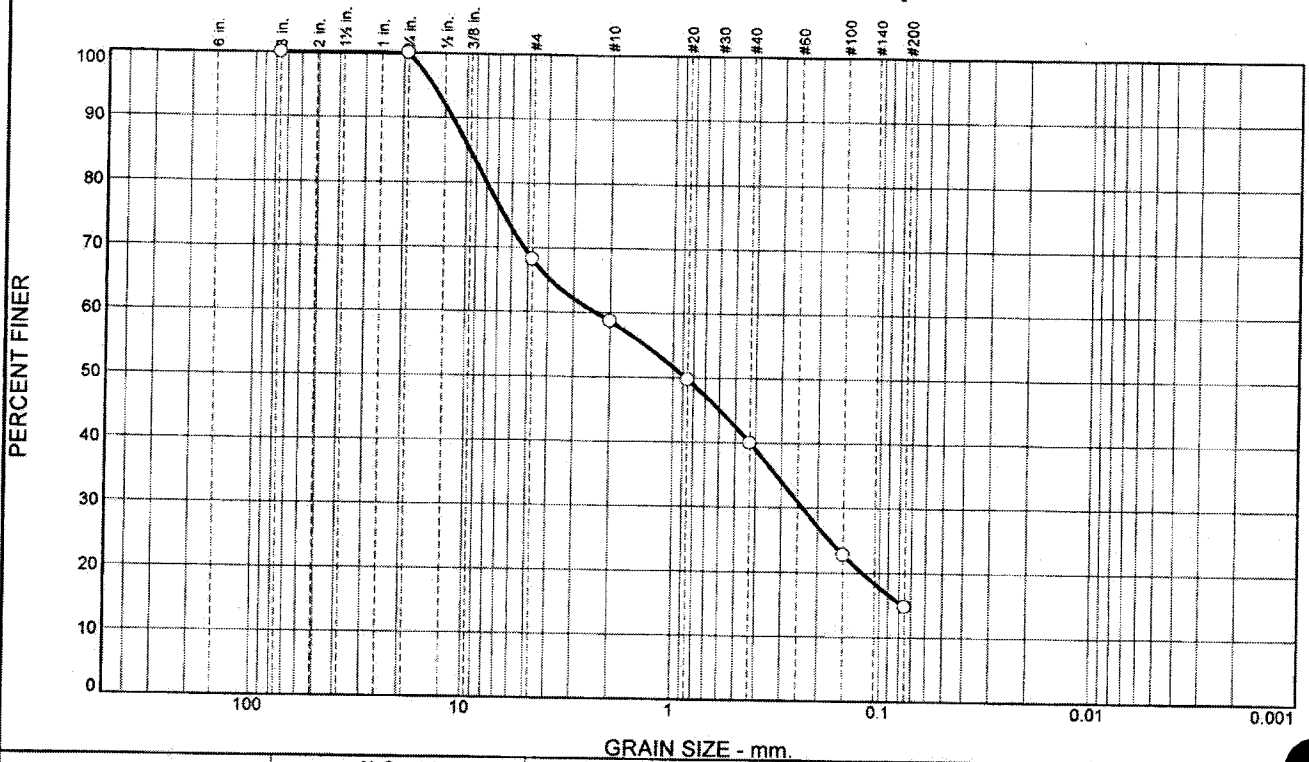
Date: 11/13/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	31.8	9.5	18.7	25.3	14.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	68.2		
#10	58.7		
#20	49.7		
#40	40.0		
#100	22.7		
#200	14.7		

* (no specification provided)

Material Description
Silty sand with gravel

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 11.6916 D₈₅= 9.6209 D₆₀= 2.3446
 D₅₀= 0.8703 D₃₀= 0.2371 D₁₅= 0.0769
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=11.7%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-4 Depth: 17-19
 Sample Number: S-9

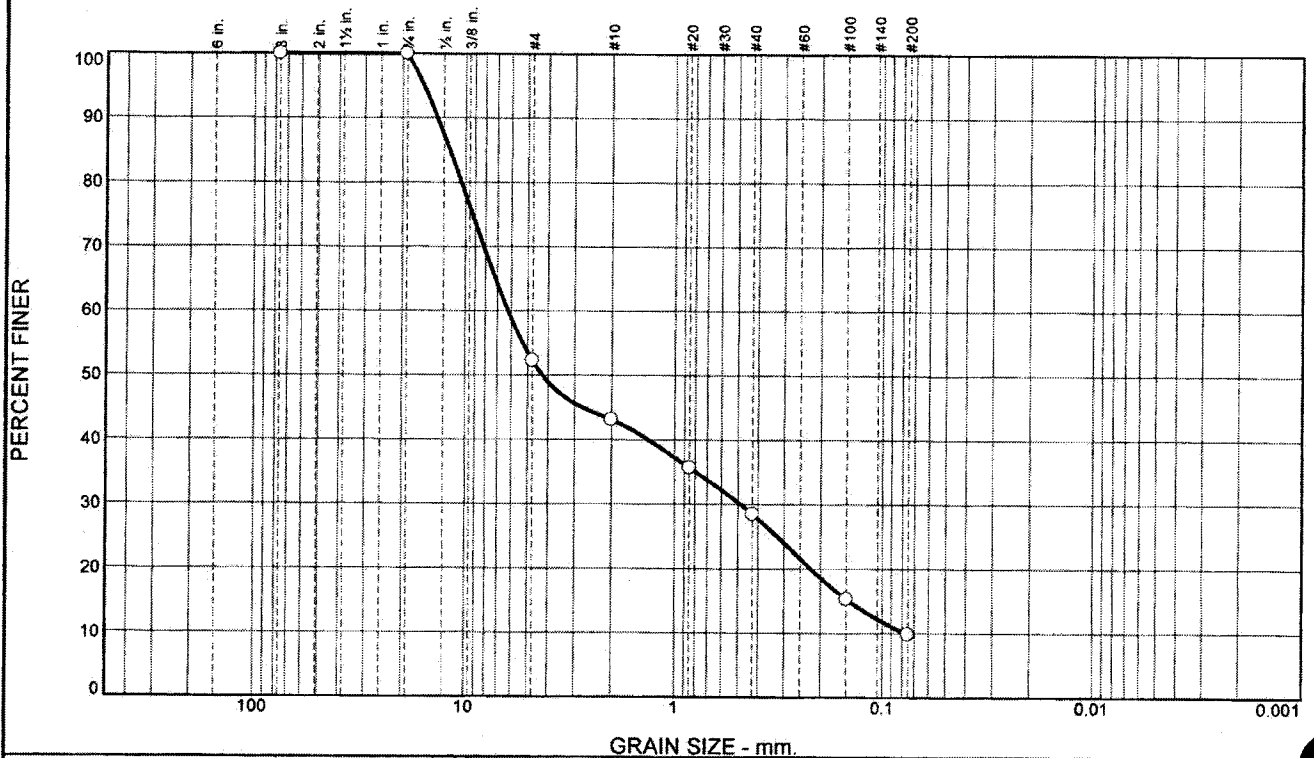
Date: 11/13/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670 Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	47.7	9.2	14.6	18.7	9.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	52.3		
#10	43.1		
#20	35.7		
#40	28.5		
#100	15.3		
#200	9.8		

* (no specification provided)

Material Description

Poorly graded gravel with silt and sand

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 13.6134 D₈₅= 11.8889 D₆₀= 6.2072
 D₅₀= 4.2588 D₃₀= 0.4846 D₁₅= 0.1454
 D₁₀= 0.0771 C_u= 80.55 C_c= 0.49

Classification

USCS= GP-GM AASHTO=

Remarks

As received moisture content=6.9%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-4 Depth: 25-27
 Sample Number: S-13

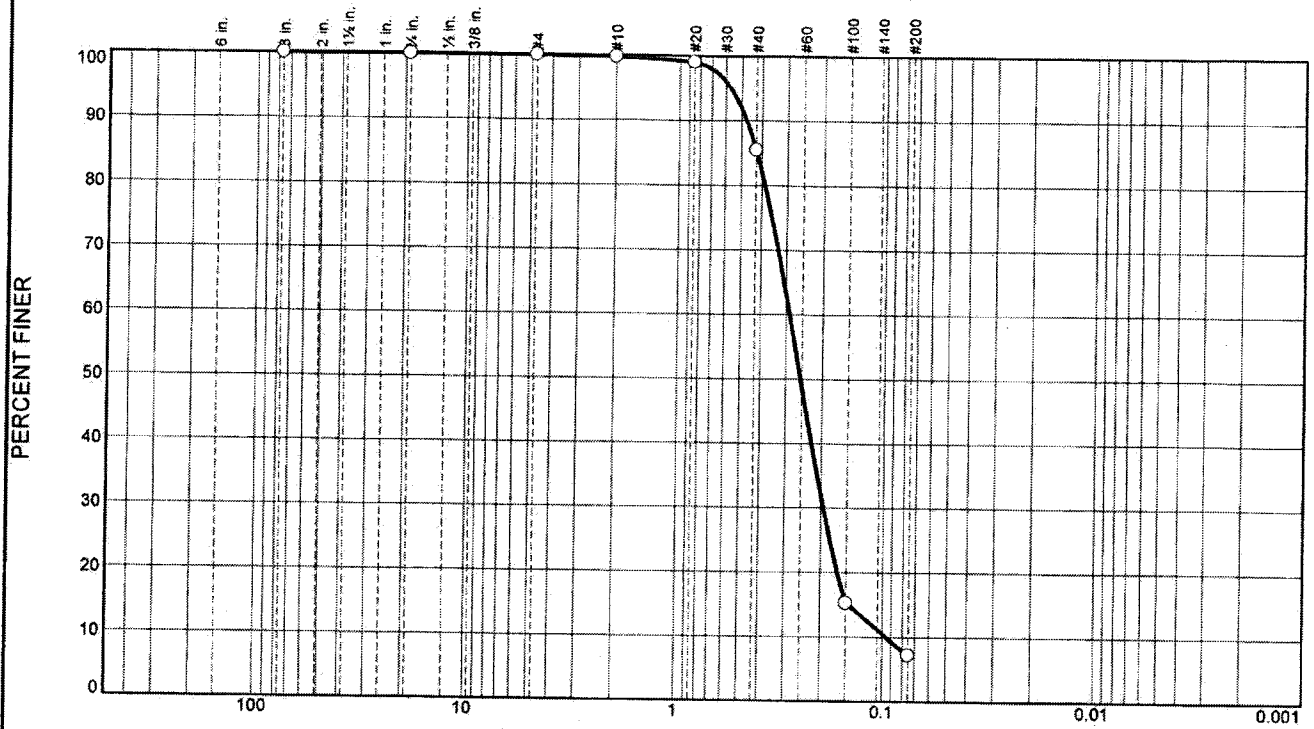
Date: 11/13/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520.111670</p>
<p>Figure</p>	

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	14.3	78.3	7.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.8		
#20	99.0		
#40	85.5		
#100	15.3		
#200	7.2		

* (no specification provided)

Material Description

Poorly graded sand with silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.4729 D₈₅= 0.4210 D₆₀= 0.2886
D₅₀= 0.2539 D₃₀= 0.1944 D₁₅= 0.1465
D₁₀= 0.0955 C_u= 3.02 C_c= 1.37

Classification

USCS= SP-SM AASHTO=

Remarks

As received moisture content=19.4%
Fines classification and description based on
Visual Manual Procedure ASTM D2488

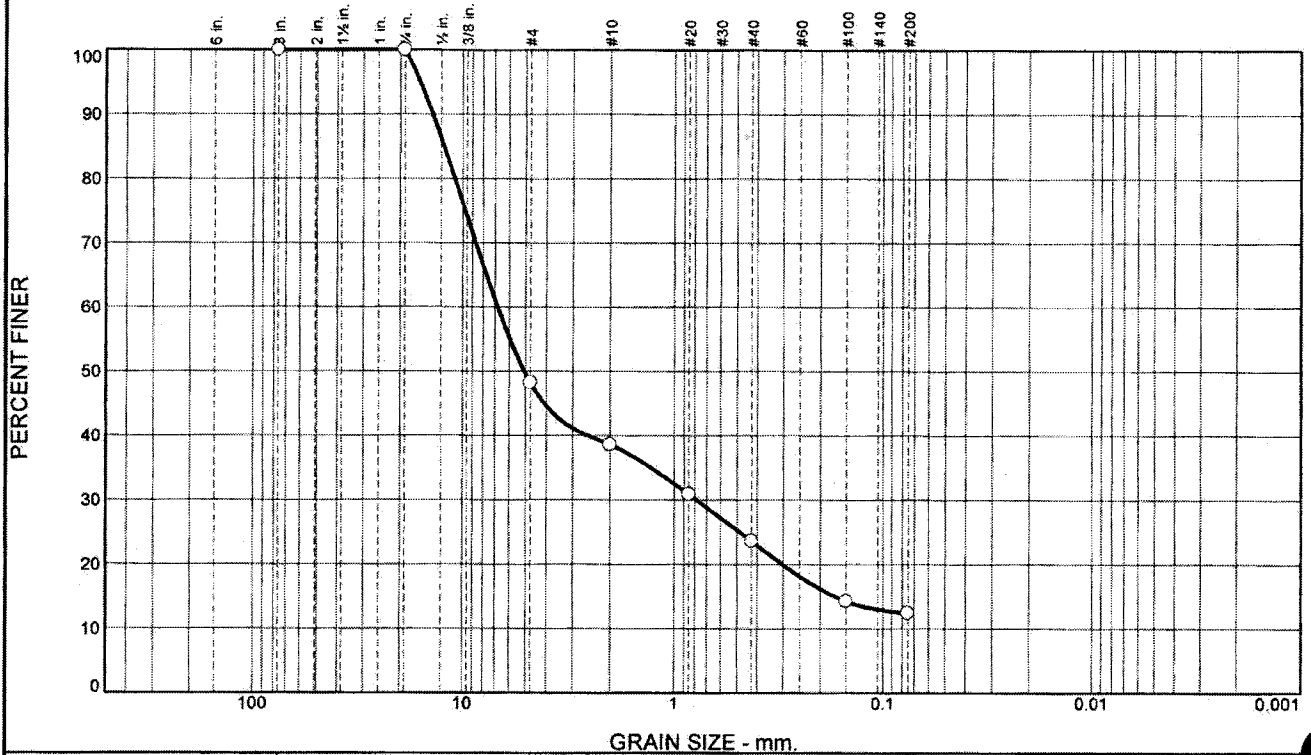
Source of Sample: B-4 Depth: 29-31
Sample Number: S-14

Date: 11/13/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	51.8	9.6	15.0	11.2	12.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	48.2		
#10	38.6		
#20	30.9		
#40	23.6		
#100	14.2		
#200	12.4		

Material Description

Silty gravel with sand

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 13.9229 D₈₅= 12.2652 D₆₀= 6.7893
 D₅₀= 5.0746 D₃₀= 0.7825 D₁₅= 0.1706
 D₁₀= C_u= C_c=

Classification

USCS= GM AASHTO=

Remarks

As received moisture content=12.5%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

(no specification provided)

Source of Sample: B-5 Depth: 8-10
 Sample Number: S-5

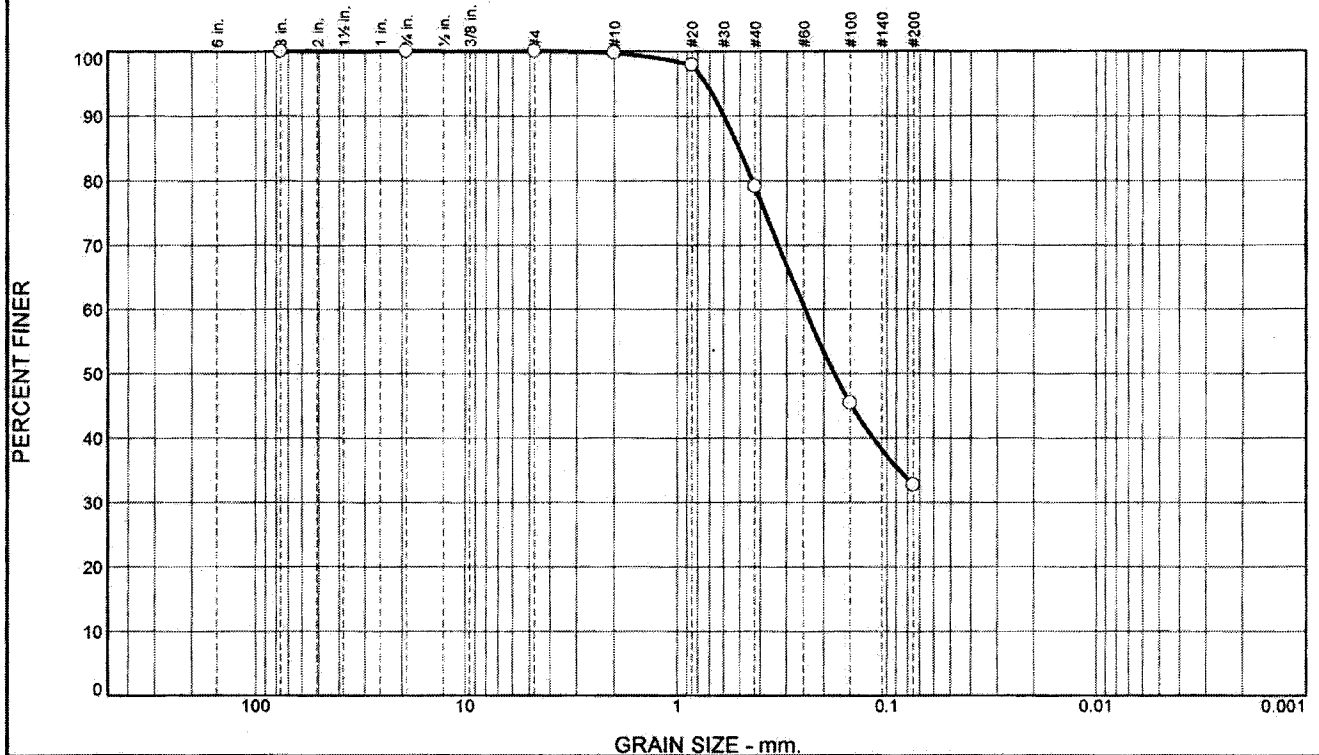
Date: 11/11/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	20.7	46.4	32.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.8		
#20	97.9		
#40	79.1		
#100	45.4		
#200	32.7		

(no specification provided)

Material Description

Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.5963 D₈₅= 0.5063 D₆₀= 0.2453
 D₅₀= 0.1782 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=21.3%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-5 Depth: 30-32
 Sample Number: S-10

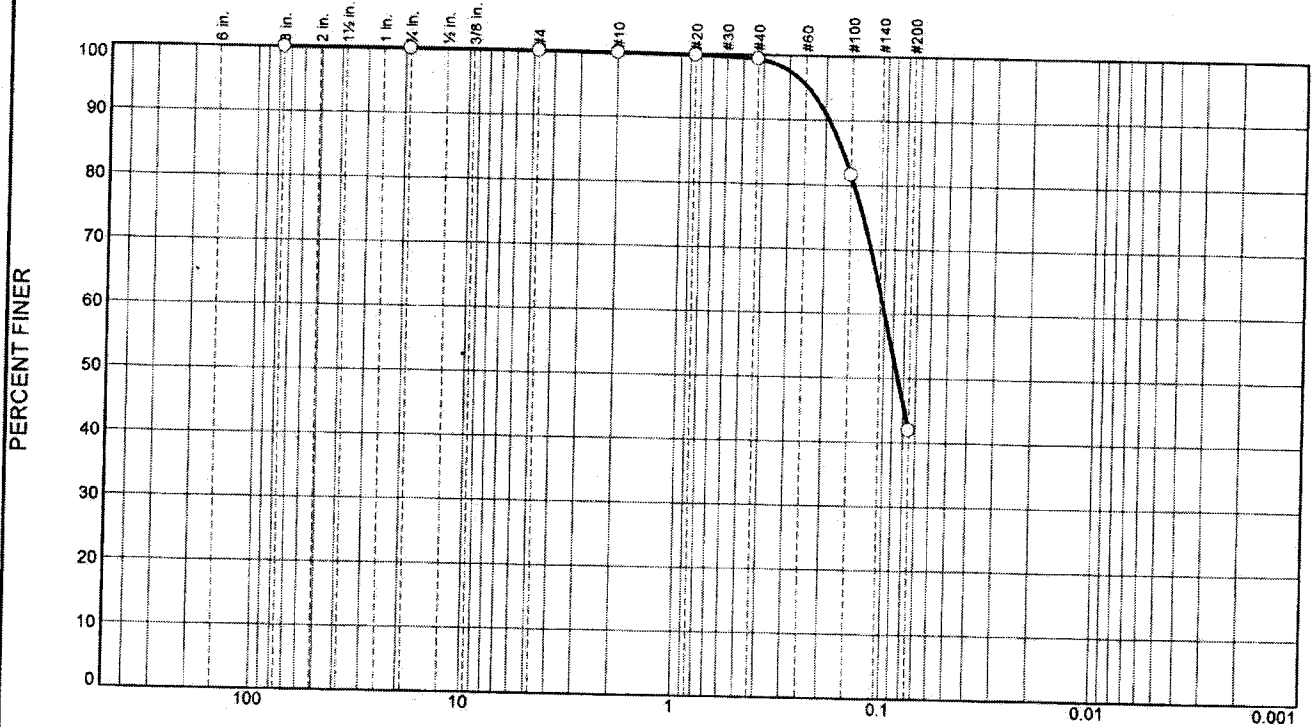
Date: 11/12/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670 Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.1	0.6	57.4		41.9

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.9		
#20	99.8		
#40	99.3		
#100	81.6		
#200	41.9		

Material Description
Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.1921 D₈₅= 0.1638 D₆₀= 0.0996
 D₅₀= 0.0850 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=28.7%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

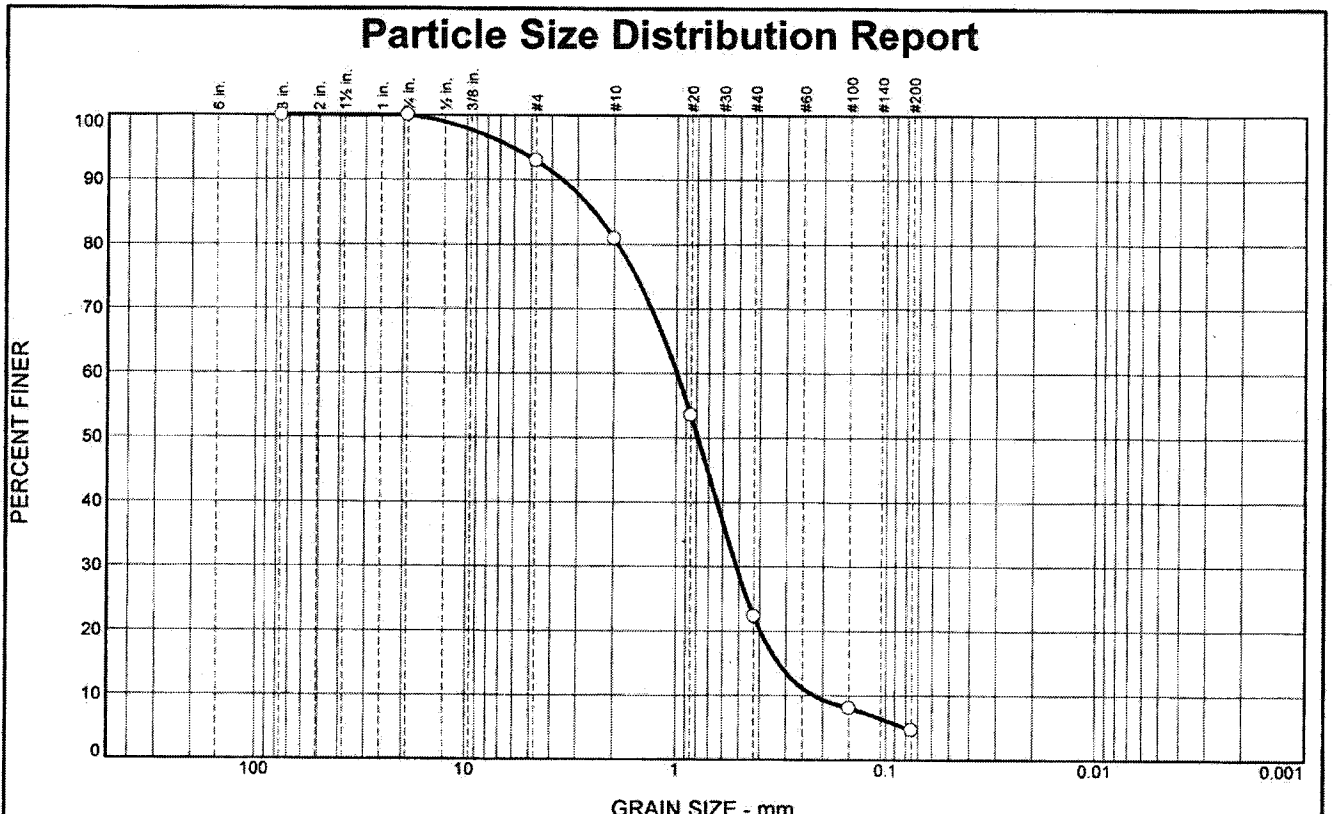
* (no specification provided)

Source of Sample: B-6 Depth: 20-22
 Sample Number: S-8

Date: 11/12/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670 Figure

Tested By: JC Checked By: BFM



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	7.0	12.1	58.6	17.7	4.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	93.0		
#10	80.9		
#20	53.5		
#40	22.3		
#100	8.0		
#200	4.6		

Material Description

Poorly graded sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 3.5435 D₈₅= 2.4801 D₆₀= 0.9918
 D₅₀= 0.7869 D₃₀= 0.5155 D₁₅= 0.3234
 D₁₀= 0.2204 C_u= 4.50 C_c= 1.22

Classification
 USCS= SP AASHTO=

Remarks
 As received moisture content=13.7%

* (no specification provided)

Source of Sample: B-6 Depth: 35-37
 Sample Number: S-11

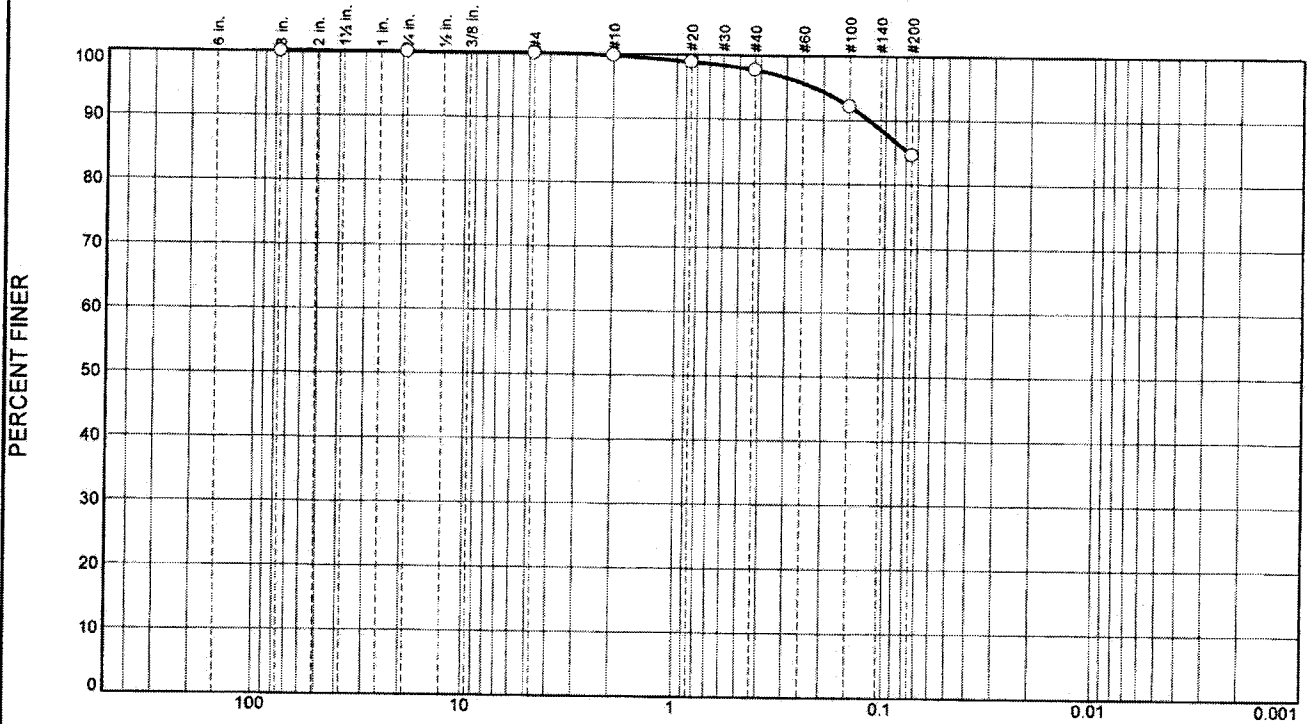
Date: 11/12/15

CDM Smith	Client: NYC DDC
Boston, Massachusetts	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Project No: 117520.111670	Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	2.0	13.1	84.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.7		
#20	98.8		
#40	97.7		
#100	92.1		
#200	84.6		

Material Description

Sandy silt

PL= 23 **Atterberg Limits**
 LL= NV PI= NP

Coefficients
 D₉₀= 0.1208 D₈₅= 0.0778 D₆₀=
 D₅₀= D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= ML AASHTO= A-4(0)

Remarks
 As received moisture content=16.6%

(no specification provided)

Source of Sample: B-7 Depth: 8-10
 Sample Number: S-5

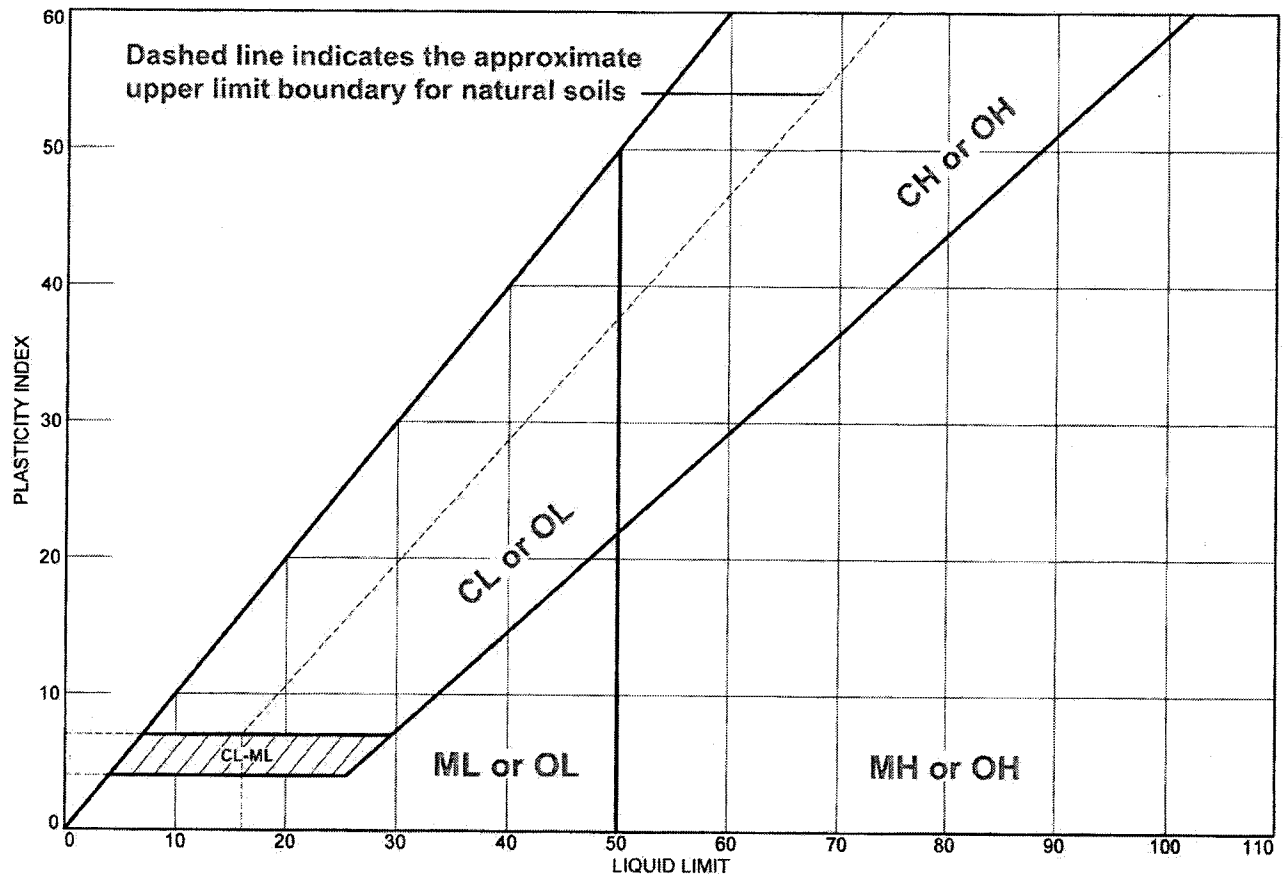
Date: 11/4/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520-111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
● Sandy silt	NV	23	NP	97.7	84.6	ML

Project No. 117520- **Client:** NYC DDC
Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
● Source of Sample: B-7 **Depth:** 8-10 **Sample Number:** S-5

CDM Smith
Boston, Massachusetts

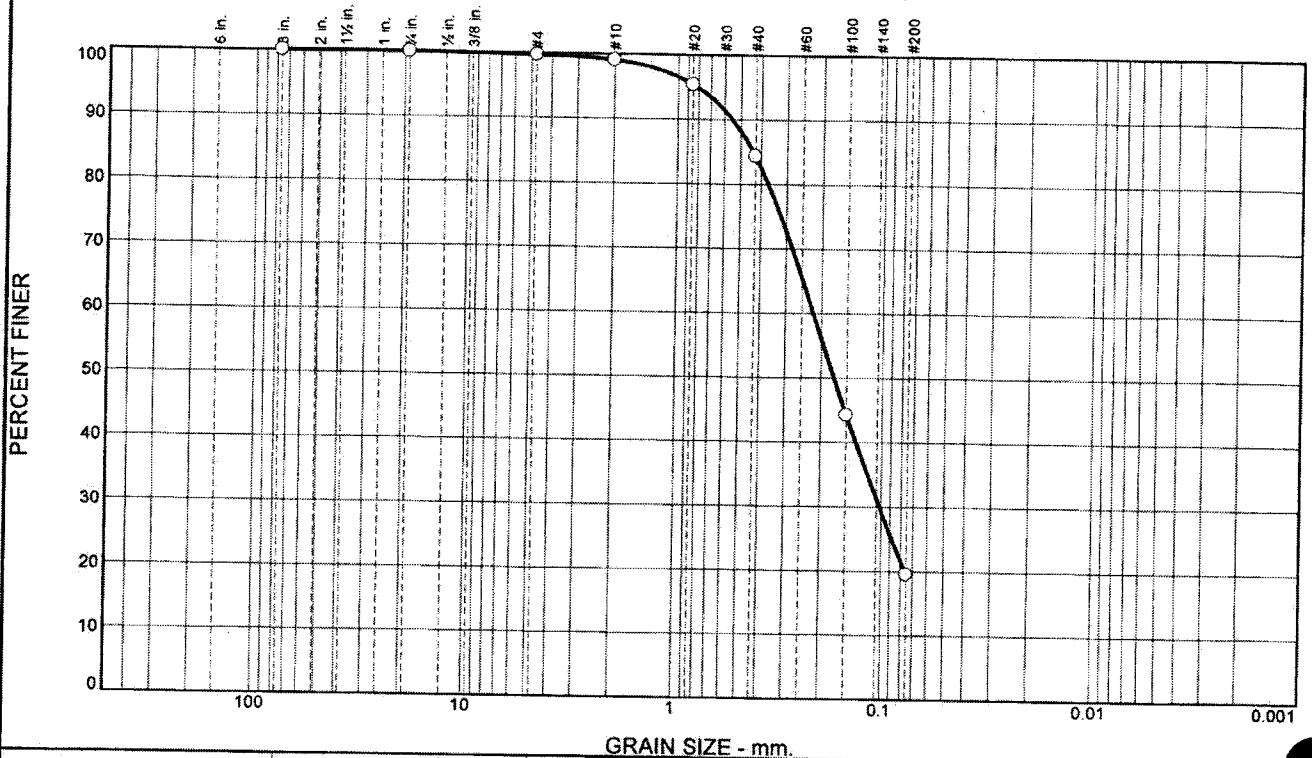
Remarks:
 ● As received moisture content=16.6%

Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	0.7	14.7	64.7	19.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	99.7		
#10	99.0		
#20	95.4		
#40	84.3		
#100	44.2		
#200	19.6		

Material Description

Silty sand

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.5491 D₈₅= 0.4358 D₆₀= 0.2190

D₅₀= 0.1728 D₃₀= 0.1020 D₁₅=

D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

As received moisture content=19.2%

Fines classification and description based on Visual Manual Procedure ASTM D2488

* (no specification provided)

Source of Sample: B-7 Depth: 30-32
 Sample Number: S-10

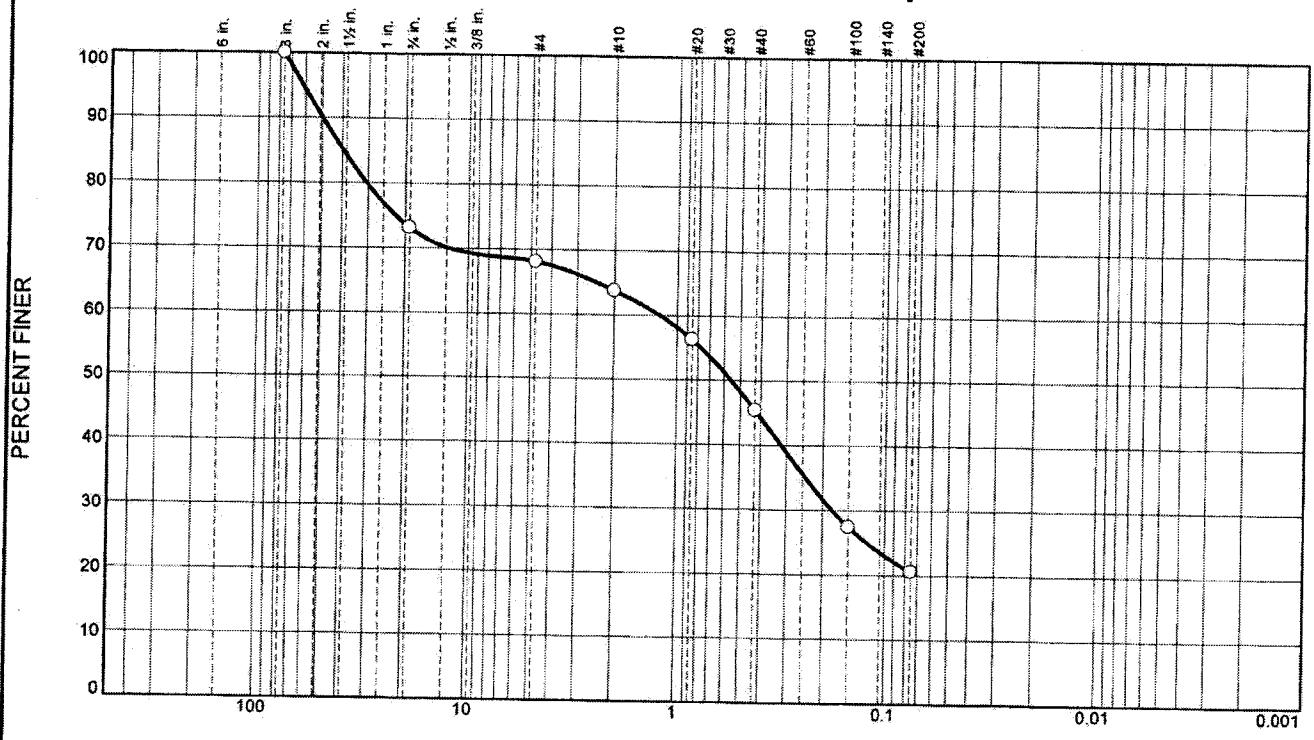
Date: 11/5/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520-111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	26.9	5.0	4.3	18.4	24.8	20.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	73.1		
#4	68.1		
#10	63.8		
#20	56.3		
#40	45.4		
#100	27.4		
#200	20.6		

* (no specification provided)

Material Description

Silty sand with gravel

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 49.6194 D₈₅= 39.4023 D₆₀= 1.2079
D₅₀= 0.5536 D₃₀= 0.1797 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

As received moisture content=11.0%
Fines classification and description based on
Visual Manual Procedure ASTM D2488

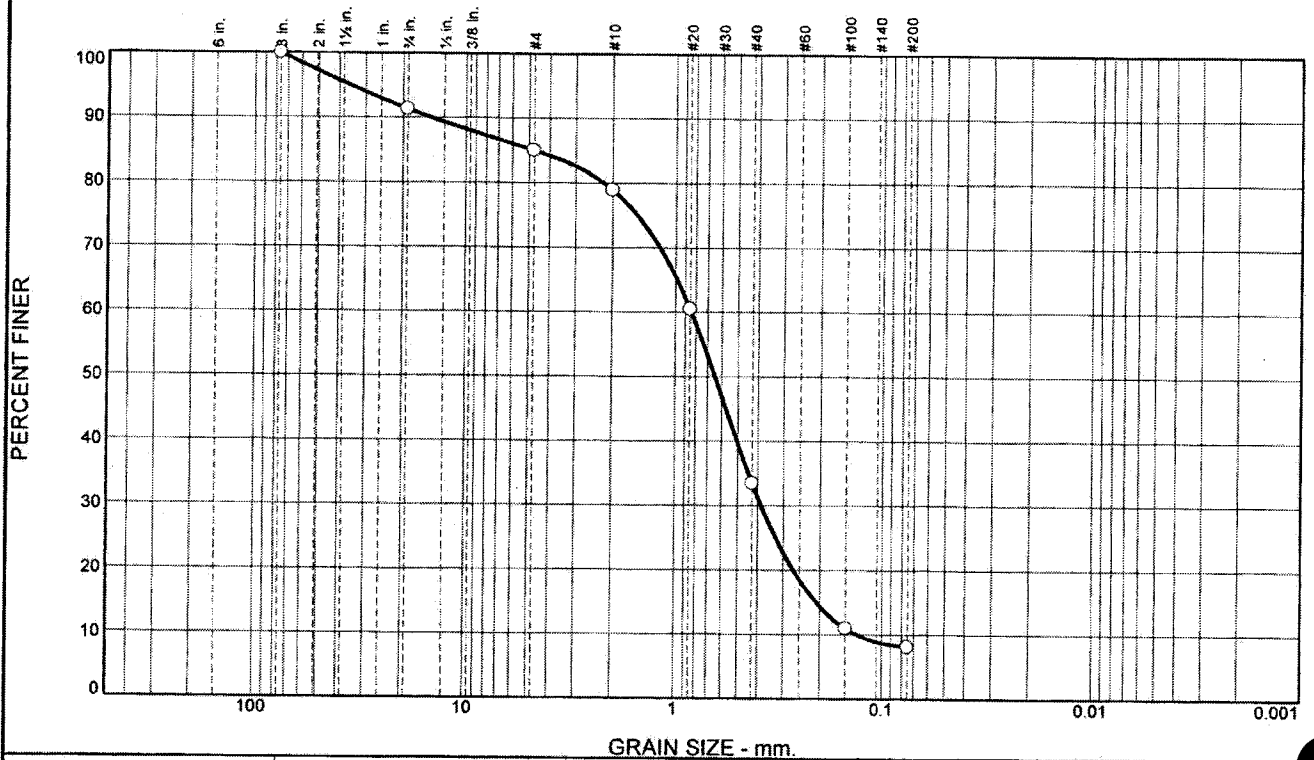
Source of Sample: B-8 Depth: 6-8
Sample Number: S-4

Date: 11/4/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520-111670</p>
<p>Figure</p>	

Tested By: JC Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	8.7	6.3	6.1	45.5	25.3	8.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	91.3		
#4	85.0		
#10	78.9		
#20	60.5		
#40	33.4		
#100	10.9		
#200	8.1		

Material Description

Well-graded sand with silt and gravel

PL=	Atterberg Limits	PI=
	LL=	

Coefficients		
D ₉₀ = 14.6622	D ₈₅ = 4.7898	D ₆₀ = 0.8385
D ₅₀ = 0.6451	D ₃₀ = 0.3846	D ₁₅ = 0.2076
D ₁₀ = 0.1329	C _u = 6.31	C _c = 1.33

USCS= SW-SM	Classification
	AASHTO=

Remarks

As received moisture content=14.5%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

* (no specification provided)

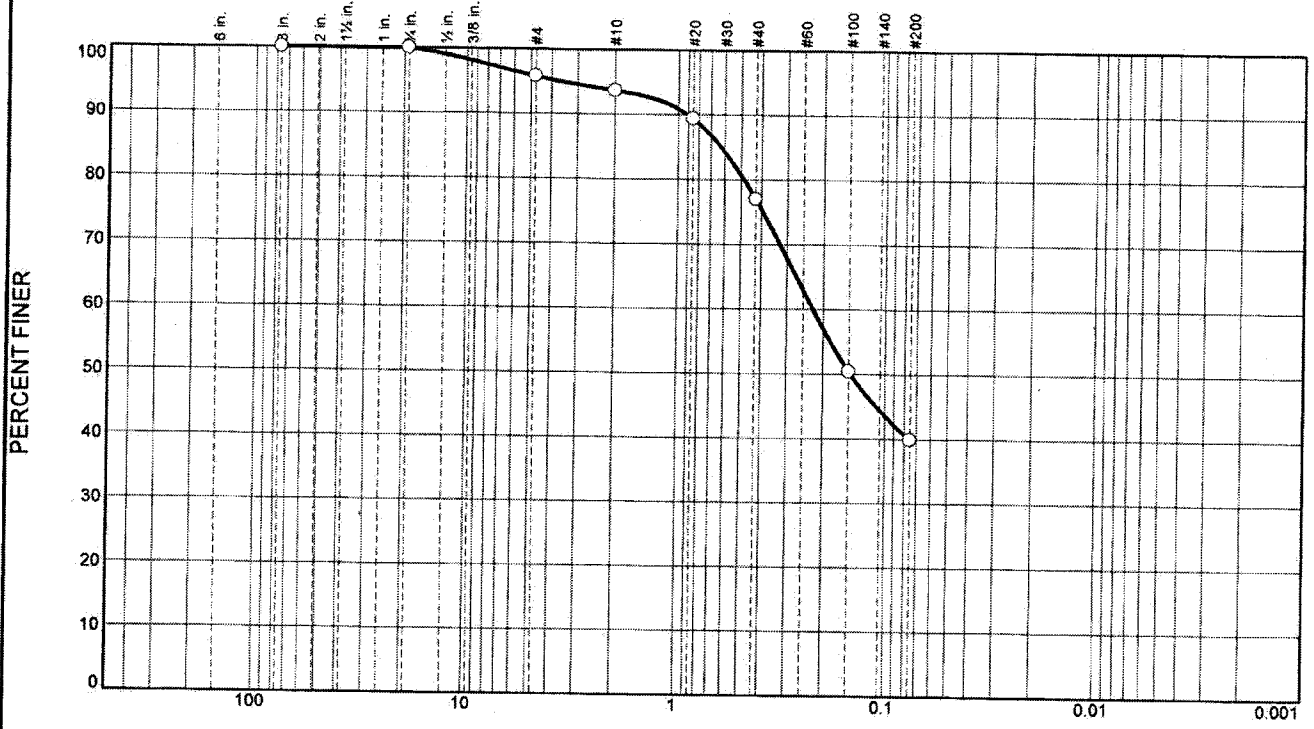
Source of Sample: B-8 Depth: 20-22
 Sample Number: S-8

Date: 11/4/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520-111670
Figure	

Tested By: JC Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	4.2	2.1	16.7	37.1	39.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	95.8		
#10	93.7		
#20	89.3		
#40	77.0		
#100	50.4		
#200	39.9		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits
 PL= 25 LL= 35 PI= 10

Coefficients
 D₉₀= 0.9057 D₈₅= 0.6259 D₆₀= 0.2239
 D₅₀= 0.1471 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO= A-4(1)

Remarks
 As received moisture content=25.7%

Source of Sample: B-9 Depth: 17-19
 Sample Number: S-8

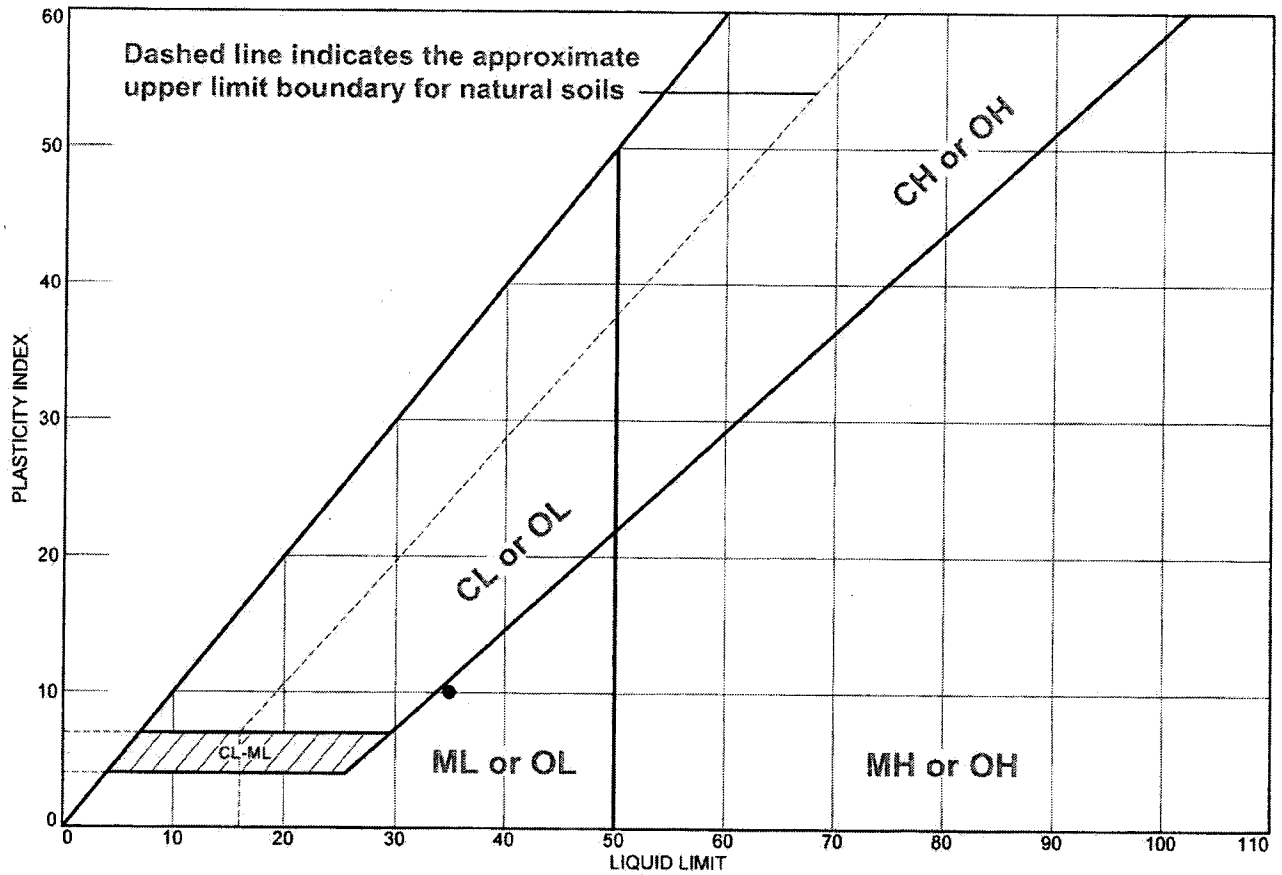
Date: 11/10/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520.111670</p>
<p>Figure</p>	

Tested By: JC

Checked By: BFM

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
● Silty sand	35	25	10	77.0	39.9	SM

Project No. 117520.111670 **Client:** NYC DDC
Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Source of Sample: B-9 **Depth:** 17-19 **Sample Number:** S-8

CDM Smith
Boston, Massachusetts

Remarks:
 ● As received moisture content=25.7%

Figure

Tested By: JC

Checked By: BFM

CDM Smith

Geotechnical Engineering Laboratory

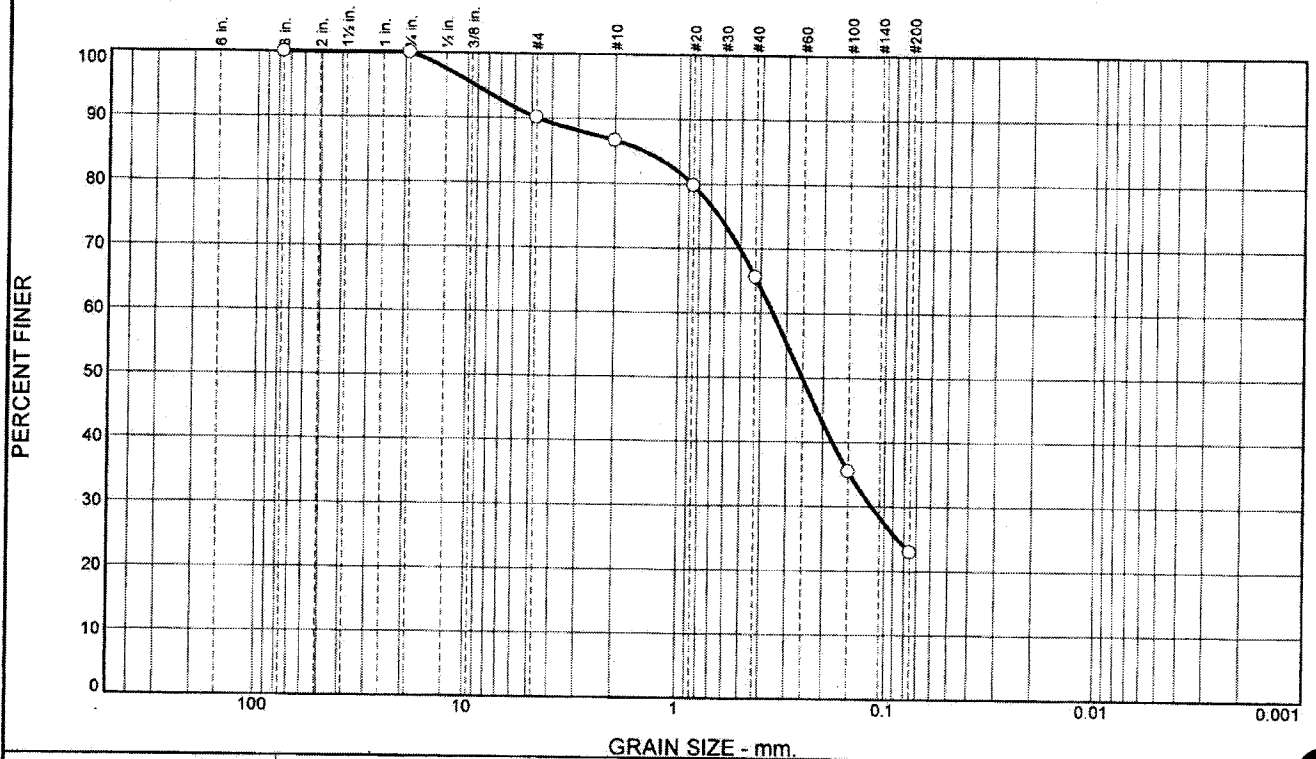
Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils(ASTM D2974)

Client:	NYC DDC	Tested By:	JC
Project Name:	Queensboro Hall- R2	Test Date:	11/25/2015
Project Location:	Queens, NY	Procedure:	C
Project Number:	117520-111670	Temperature:	440 °C
Sample Number:	S-8		
Sample Location:	B-9		
Sample Depth (ft):	17-19		
Sample Date:	11/10/2015		
Lab ID Number:	453076830		

AS RECEIVED MOISTURE CONTENT	
Tin Mass (g)	8.32
Wet Mass of Sample & Tin (g)	59.99
Dry Mass of Sample & Tin (g)	49.41
Mass of Water (g)	10.6
Mass of Dry Soil (g)	41.1
Moisture Content (%)	25.7

ASH CONTENT	
Porcelain Dish Mass (g)	19.5
Porcelain Dish + Oven Dried Soil (g)	47.5
Mass of Oven Dried Soil (g)	27.9
Mass of Dish & Burned Soil (g)	46.1
Mass of Burned Soil (g)	26.6
Mass of Organic Material (g)	1.3
Ash Content (%)	95.2
Organic Content (%)	4.8

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	9.9	3.5	21.0	42.7	22.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	90.1		
#10	86.6		
#20	79.8		
#40	65.6		
#100	35.4		
#200	22.9		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 4.6749 D₈₅= 1.4546 D₆₀= 0.3493
D₅₀= 0.2518 D₃₀= 0.1157 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

As received moisture content=13.4%
Fines classification and description based on Visual Manual Procedure ASTM D2488

Source of Sample: B-9 Depth: 30-32
Sample Number: S-11

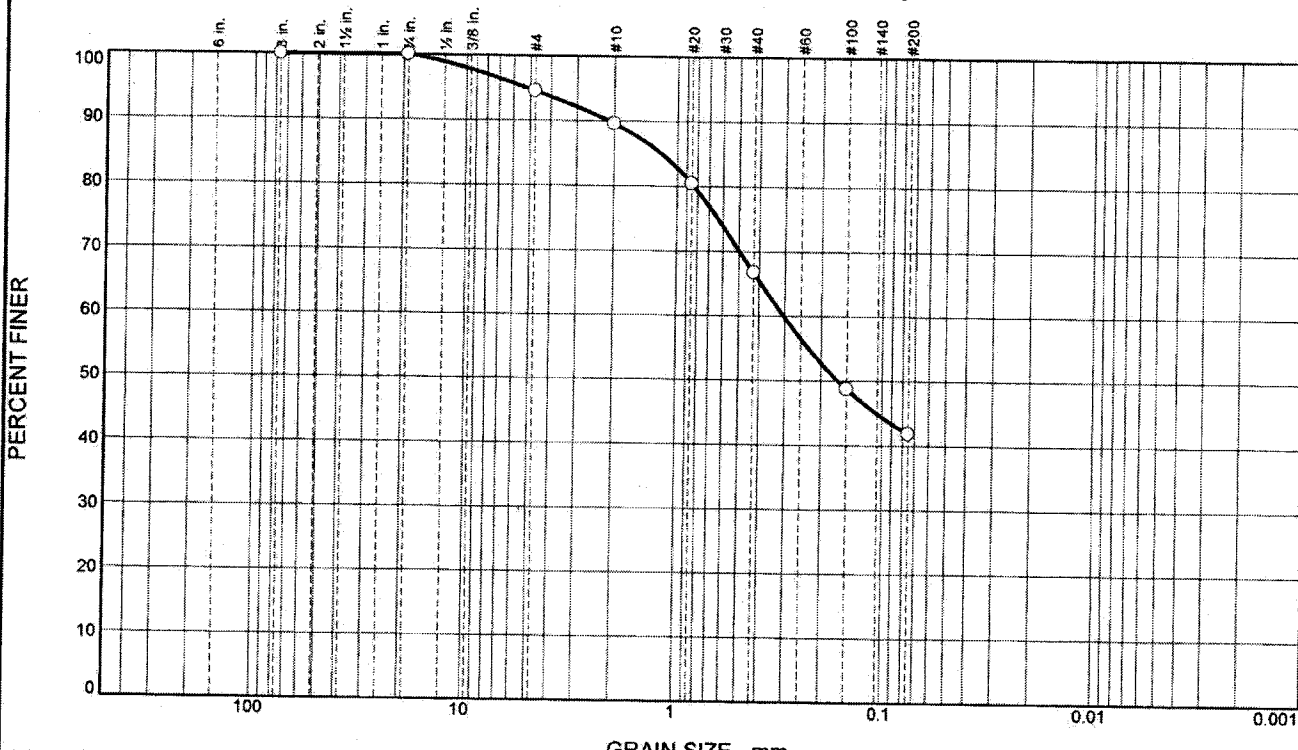
Date: 11/10/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	5.5	4.9	22.9	24.9	41.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	94.5		
#10	89.6		
#20	80.4		
#40	66.7		
#100	48.7		
#200	41.8		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 2.1307 D₈₅= 1.1909 D₆₀= 0.3031

D₅₀= 0.1651 C_u= D₁₅=

D₁₀= C_c=

Classification

USCS= SM AASHTO=

Remarks

As received moisture content=14.9%

Fines classification and description based on Visual Manual Procedure ASTM D2488

Source of Sample: B-10 Depth: 7-7.5
 Sample Number: S-4B

Date: 11/11/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p>
<p>Figure</p>	

Tested By: JC Checked By: BFM

CDM Smith

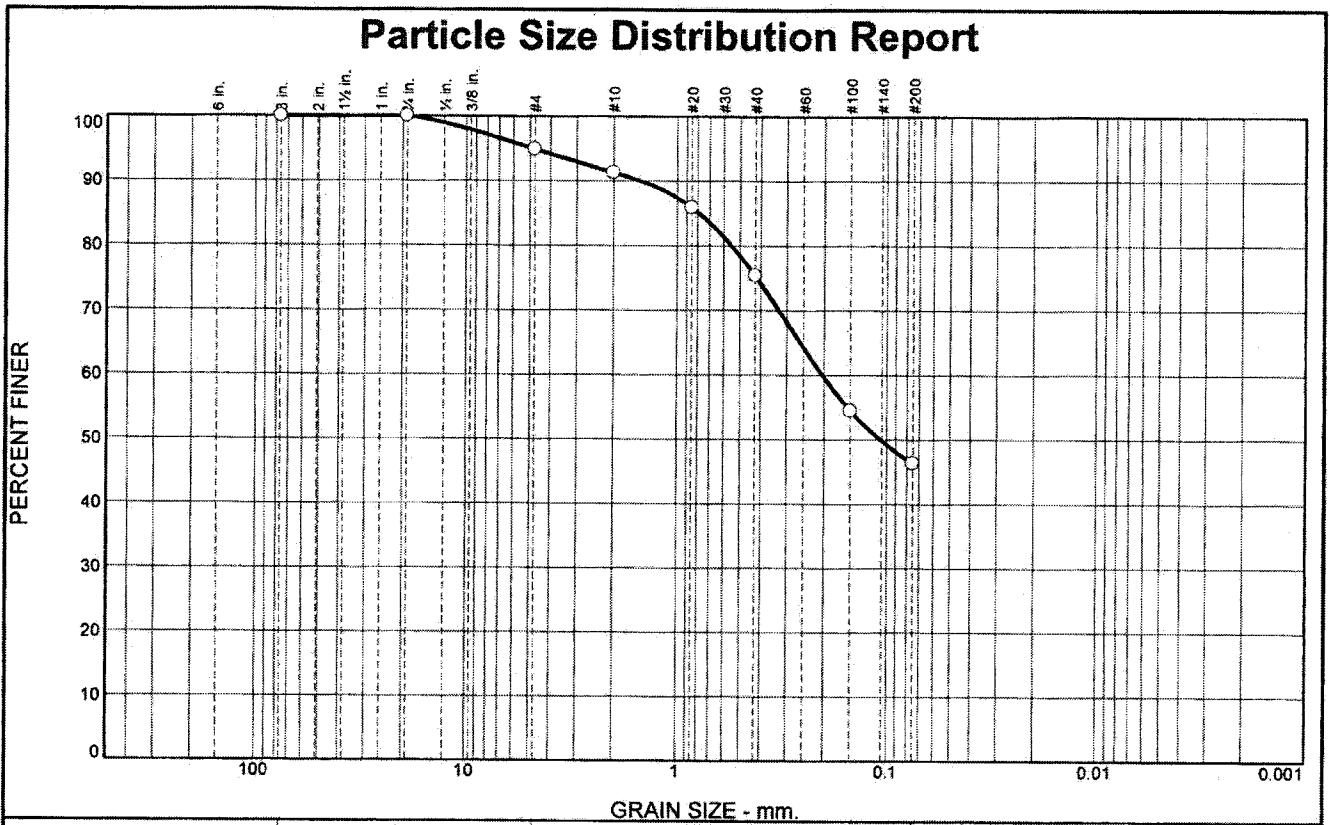
Geotechnical Engineering Laboratory

**Standard Test Method for Moisture, Ash, and Organic Matter of Peat and
Other Organic Soils (ASTM D2974)**

Client:	NYC DDC	Tested By:	JC
Project Name:	Queensboro Hall- R2	Test Date:	11/25/2015
Project Location:	Queens, NY	Procedure:	C
Project Number:	117520-111670	Temperature:	440 °C
Sample Number:	S-4B		
Sample Location:	B-10		
Sample Depth (ft):	7-7.5		
Sample Date:	11/11/2015		
Lab ID Number:	453076832		

AS RECEIVED MOISTURE CONTENT	
Tin Mass (g)	8.42
Wet Mass of Sample & Tin (g)	67.04
Dry Mass of Sample & Tin (g)	59.42
Mass of Water (g)	7.6
Mass of Dry Soil (g)	51.0
Moisture Content (%)	14.9

ASH CONTENT	
Porcelain Dish Mass (g)	18.5
Porcelain Dish + Oven Dried Soil (g)	47.7
Mass of Oven Dried Soil (g)	29.1
Mass of Dish & Burned Soil (g)	46.9
Mass of Burned Soil (g)	28.4
Mass of Organic Material (g)	0.7
Ash Content (%)	97.5
Organic Content (%)	2.5



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	5.1	3.6	15.9	29.1	46.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	94.9		
#10	91.3		
#20	85.9		
#40	75.4		
#100	54.5		
#200	46.3		

Material Description

Clayey sand

PL= 16 **Atterberg Limits** LL= 34 PI= 18

Coefficients

D₉₀= 1.4977 D₈₅= 0.7834 D₆₀= 0.2032
D₅₀= 0.1070 C_u= D₁₅=
D₁₀= C_c=

Classification

USCS= SC AASHTO= A-6(4)

Remarks

As received moisture content=21.1%

(no specification provided)

Source of Sample: B-10 Depth: 25-25.5
Sample Number: S-9A

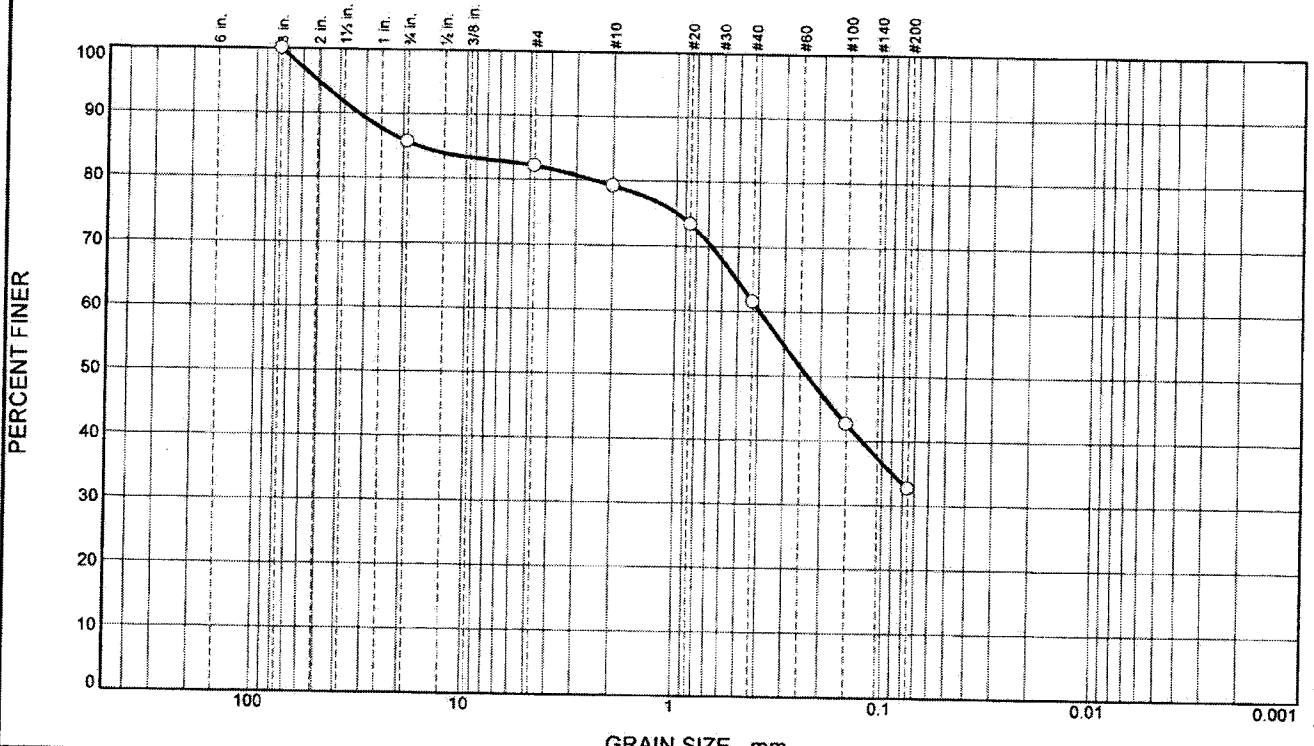
Date: 11/11/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724) Project No: 117520.111670 Figure
------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	14.3	3.5	3.0	17.7	28.8	32.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	85.7		
#4	82.2		
#10	79.2		
#20	73.4		
#40	61.5		
#100	42.7		
#200	32.7		

(no specification provided)

Material Description
Silty sand with gravel

Atterberg Limits
 PL= 16 LL= 19 PI= 3

Coefficients
 D₉₀= 32.4548 D₈₅= 16.8795 D₆₀= 0.3937
 D₅₀= 0.2311 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO= A-2-4(0)

Remarks
 As received moisture content=9.2%

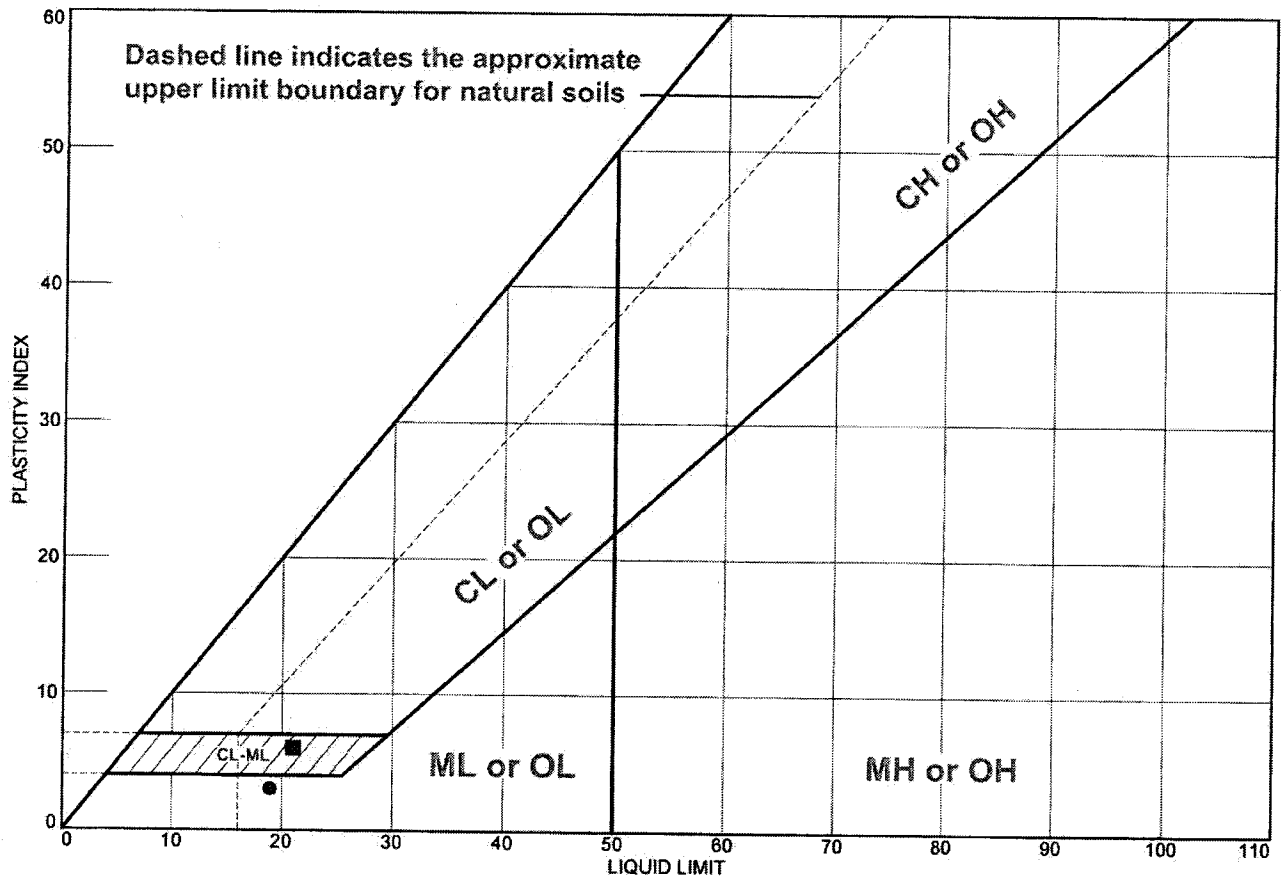
Source of Sample: B-11 Depth: 10.5-12
 Sample Number: S-6B

Date: 11/5/15

CDM Smith Boston, Massachusetts	Client: NYC DDC
	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520-111670
	Figure

Tested By: JC Checked By: BFM

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Silty sand with gravel	19	16	3	61.5	32.7	SM
■	Silty, clayey sand	21	15	6	59.9	26.8	SC-SM

Project No. 117520- Client: NYC DDC
 Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)

● Source of Sample: B-11 Depth: 10.5-12 Sample Number: S-6B
 ■ Source of Sample: B-11 Depth: 25-27 Sample Number: S-8

CDM Smith
 Boston, Massachusetts

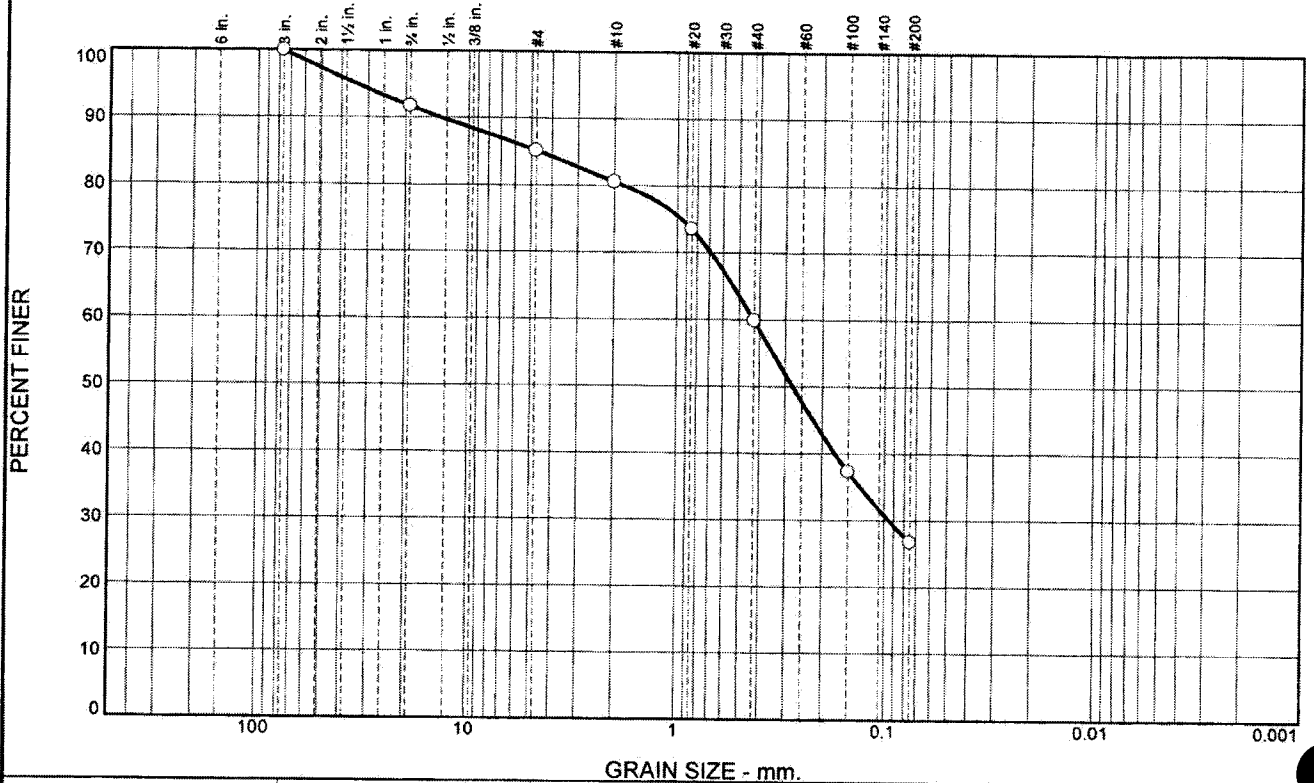
Remarks:
 ● As received moisture content=9.2%
 ■ As received moisture content=11.8%

Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	8.3	6.6	4.6	20.6	33.1	26.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	91.7		
#4	85.1		
#10	80.5		
#20	73.5		
#40	59.9		
#100	37.3		
#200	26.8		

* (no specification provided)

Material Description

Silty, clayey sand

Atterberg Limits

PL= 15 LL= 21 PI= 6

Coefficients

D₉₀= 13.4534 D₈₅= 4.6302 D₆₀= 0.4271
 D₅₀= 0.2763 D₃₀= 0.0946 D₁₅=
 D₁₀= C_u= C_c=

Classification

USCS= SC-SM AASHTO= A-2-4(0)

Remarks

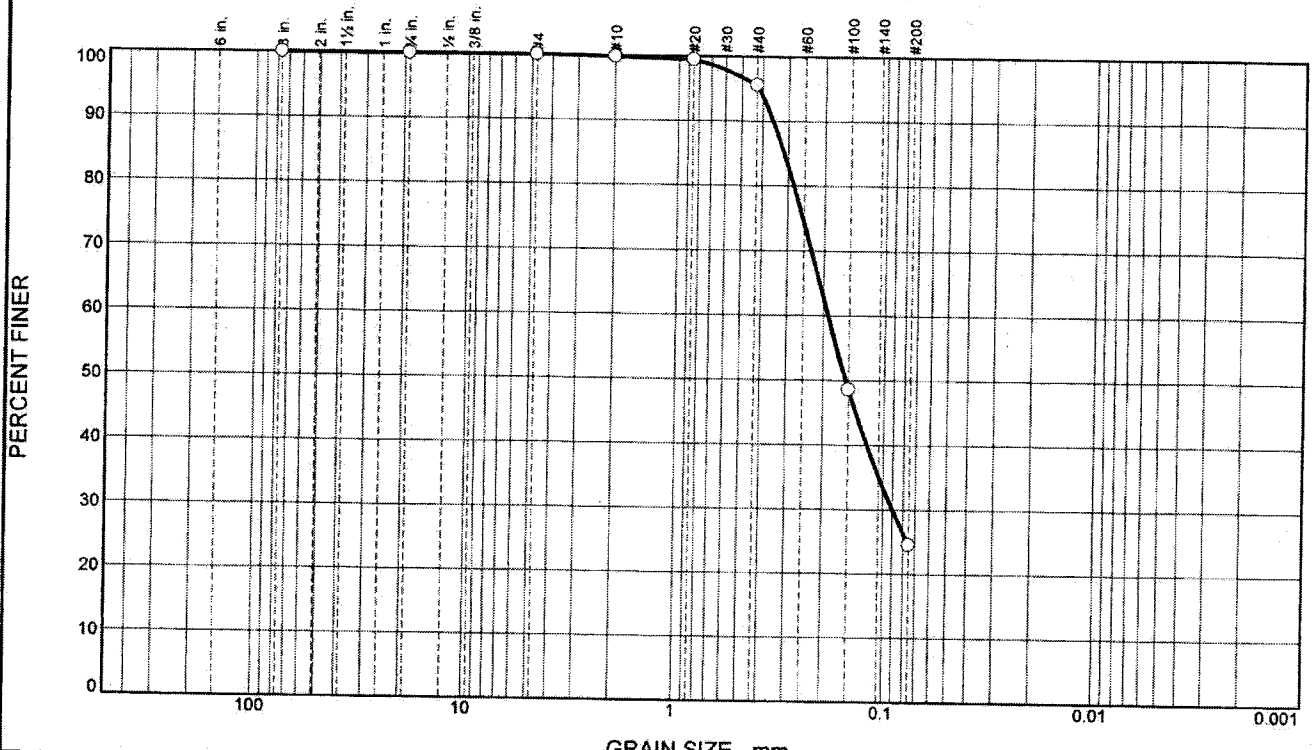
As received moisture content=11.8%

Source of Sample: B-11 Depth: 25-27
 Sample Number: S-8

Date: 11/6/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520-111670</p> <p style="text-align: right;">Figure</p>
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Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	4.2	71.1	24.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	99.8		
#20	99.4		
#40	95.6		
#100	48.5		
#200	24.5		

(no specification provided)

Material Description
Silty sand

Atterberg Limits
 PL= NP LL= NV PI= NP

Coefficients
 D₉₀= 0.3543 D₈₅= 0.3131 D₆₀= 0.1899
 D₅₀= 0.1549 D₃₀= 0.0900 D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO= A-2-4(0)

Remarks
 As received moisture content=8.9%

Source of Sample: B-12 Depth: 10-12
 Sample Number: S-6

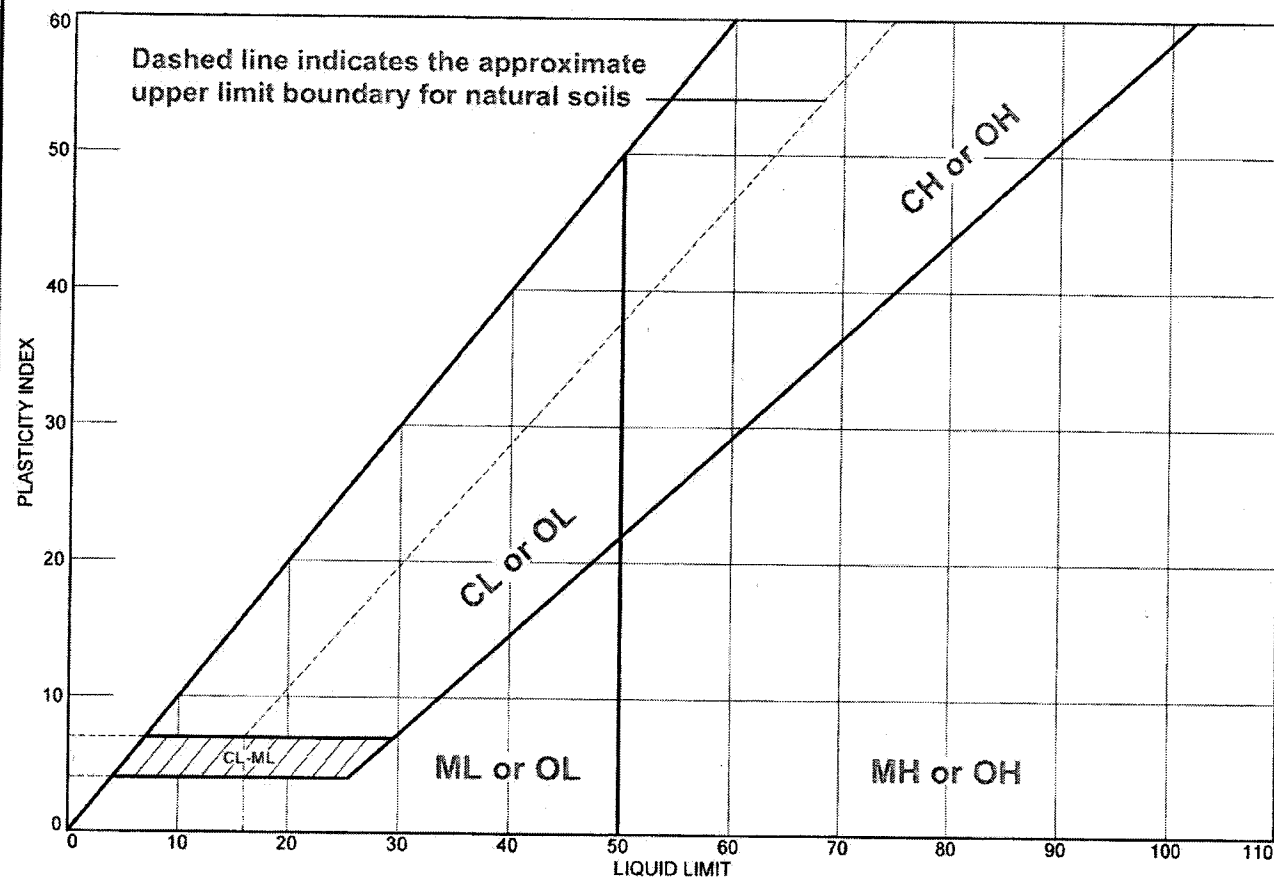
Date: 11/23/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670 Figure

Tested By: JC

Checked By: BFM

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
Silty sand	NV	NP	NP	95.6	24.5	SM

Project No. 117520.111670 **Client:** NYC DDC
Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Source of Sample: B-12 **Depth:** 10-12 **Sample Number:** S-6

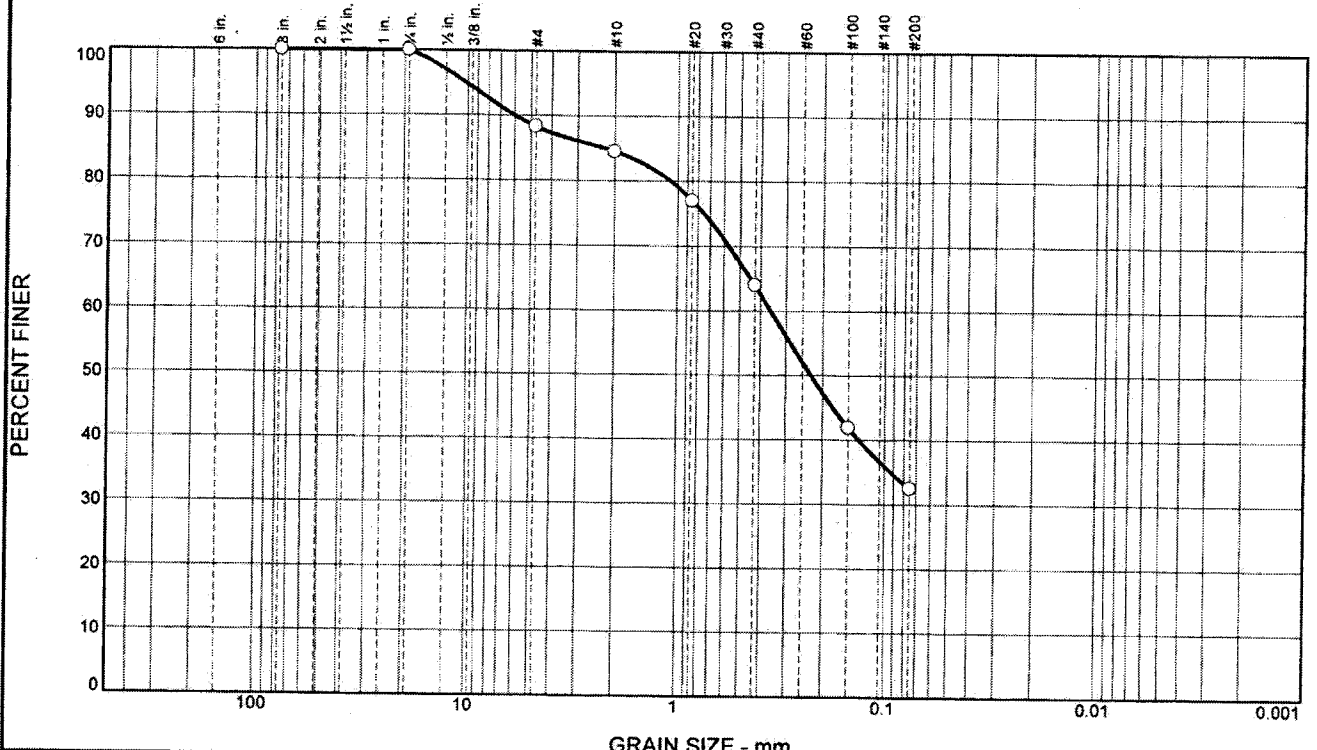
CDM Smith
Boston, Massachusetts

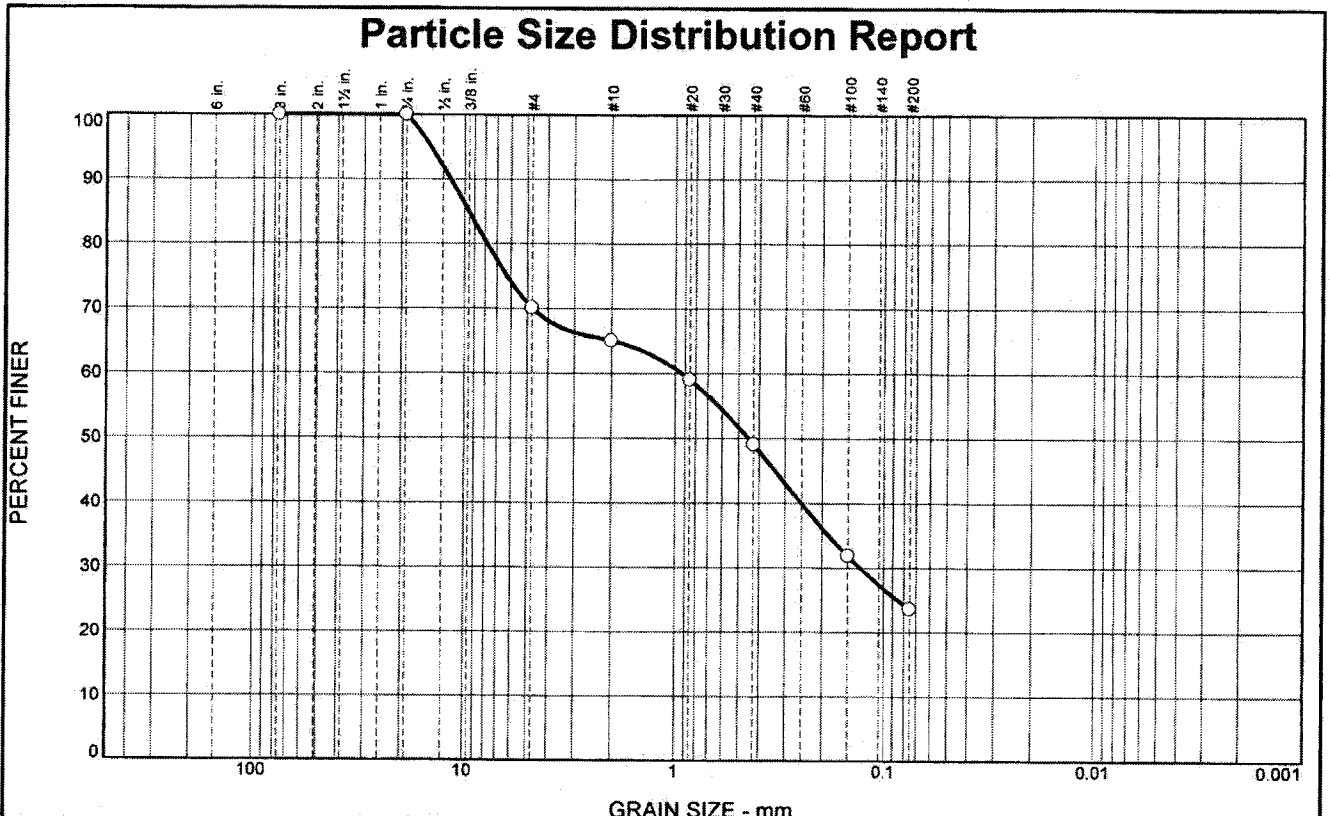
Remarks:
 ● As received moisture content=8.9%

Figure

Tested By: JC Checked By: BFM

Particle Size Distribution Report





% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	29.9	5.0	16.0	25.5	23.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	70.1		
#10	65.1		
#20	59.0		
#40	49.1		
#100	31.8		
#200	23.6		

* (no specification provided)

Material Description

Clayey sand with gravel

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 11.6440 D₈₅= 9.5270 D₆₀= 0.9285
D₅₀= 0.4494 D₃₀= 0.1308 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= SC AASHTO=

Remarks

As received moisture content=13.1%
Fines classification and description based on
Visual Manual Procedure ASTM D2488

Source of Sample: B-13 Depth: 9-11
Sample Number: S-5

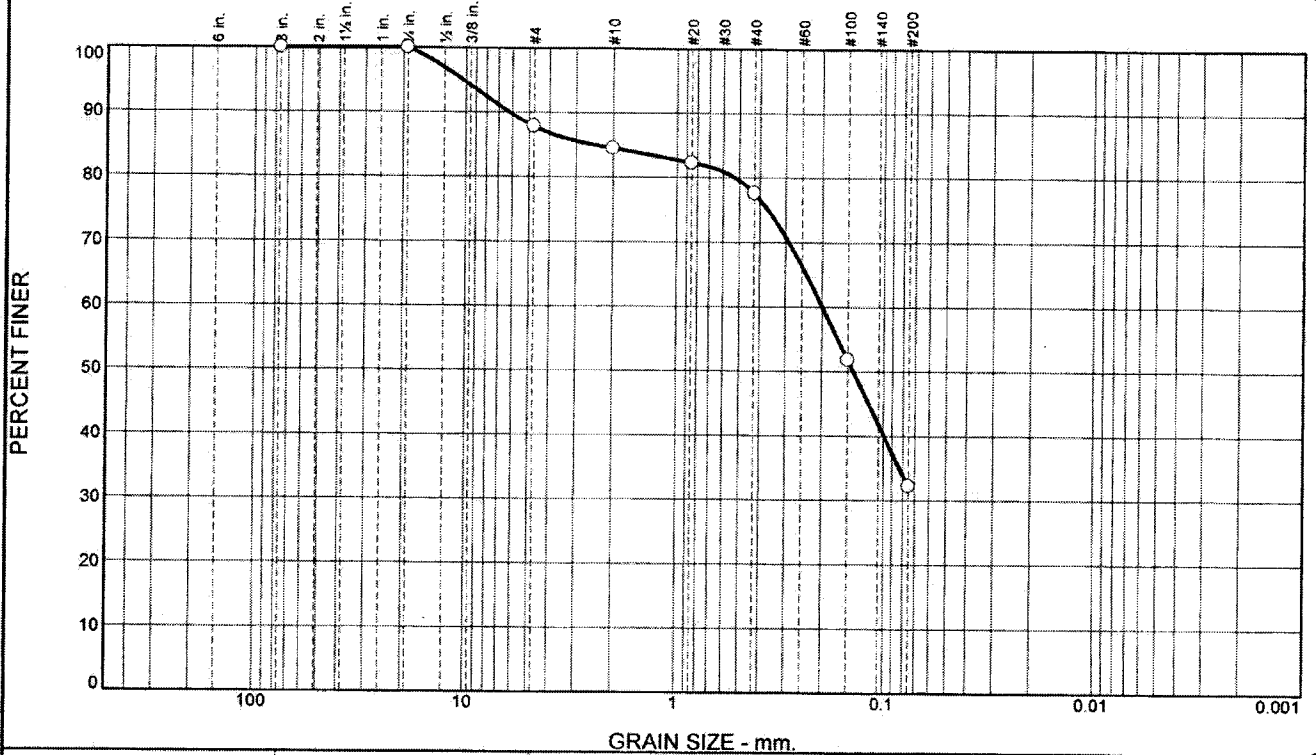
Date: 11/10/15

CDM Smith	Client: NYC DDC
Boston, Massachusetts	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Project No: 117520.111670	Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	12.1	3.4	6.9	45.4		32.2

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	87.9		
#10	84.5		
#20	82.3		
#40	77.6		
#100	51.8		
#200	32.2		

Material Description
Silty sand

Atterberg Limits
 PL= _____ LL= _____ PI= _____

Coefficients
 D₉₀= 6.2003 D₈₅= 2.4568 D₆₀= 0.1985
 D₅₀= 0.1408 D₃₀= _____ D₁₅= _____
 D₁₀= _____ C_u= _____ C_c= _____

Classification
 USCS= SM AASHTO= _____

Remarks
 As received moisture content=12.2%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

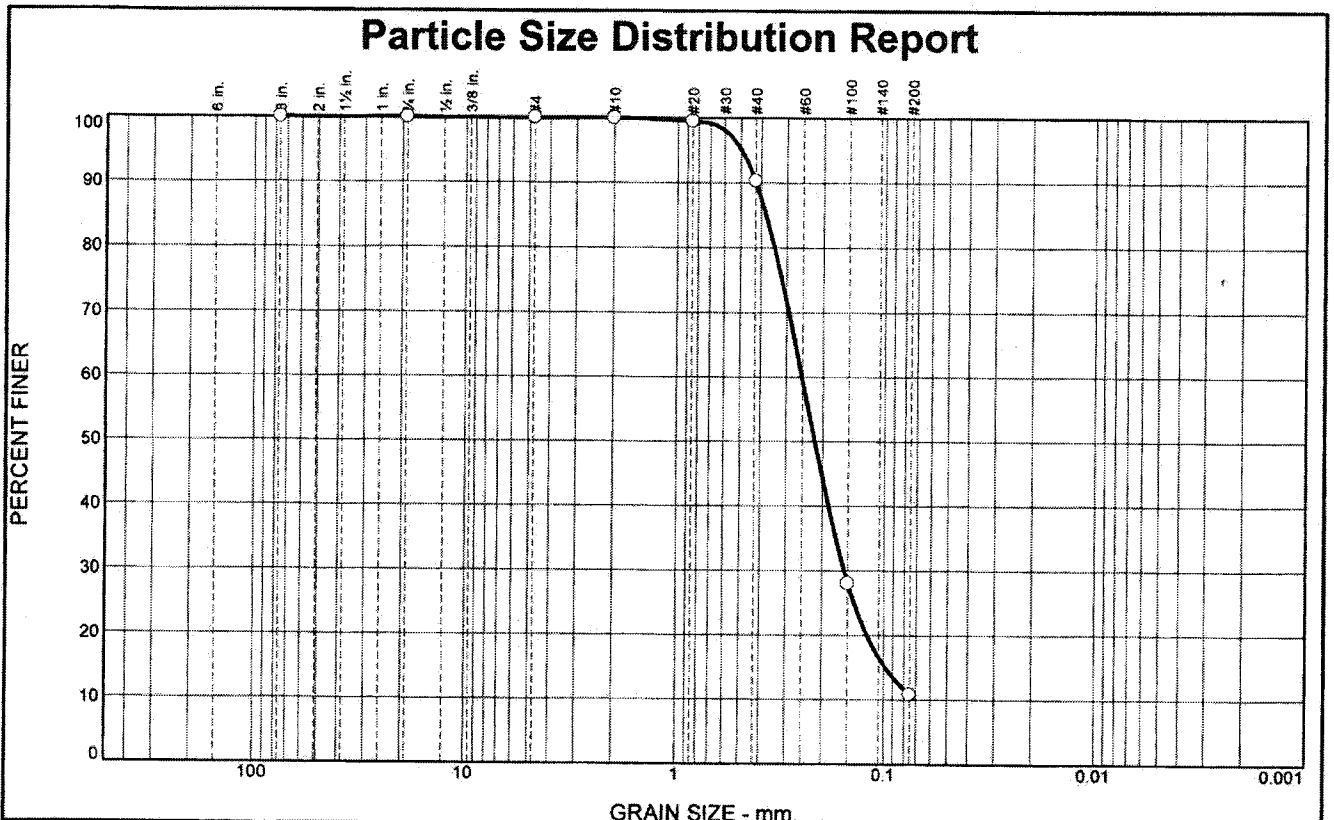
(no specification provided)

Source of Sample: B-13 Depth: 13-15
 Sample Number: S-7

Date: 11/10/15

CDM Smith Boston, Massachusetts	Client: NYC DDC Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670 Figure

Tested By: JC Checked By: BFM



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	9.7	79.5	10.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	100.0		
#10	100.0		
#20	99.5		
#40	90.3		
#100	28.1		
#200	10.8		

* (no specification provided)

Material Description

Poorly graded sand with silt

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.4216 D₈₅= 0.3770 D₆₀= 0.2516
 D₅₀= 0.2174 D₃₀= 0.1562 D₁₅= 0.0979
 D₁₀= C_u= C_c=

Classification
 USCS= SP-SM AASHTO=

Remarks
 As received moisture content=9.5%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-13 Depth: 17-19
 Sample Number: S-9

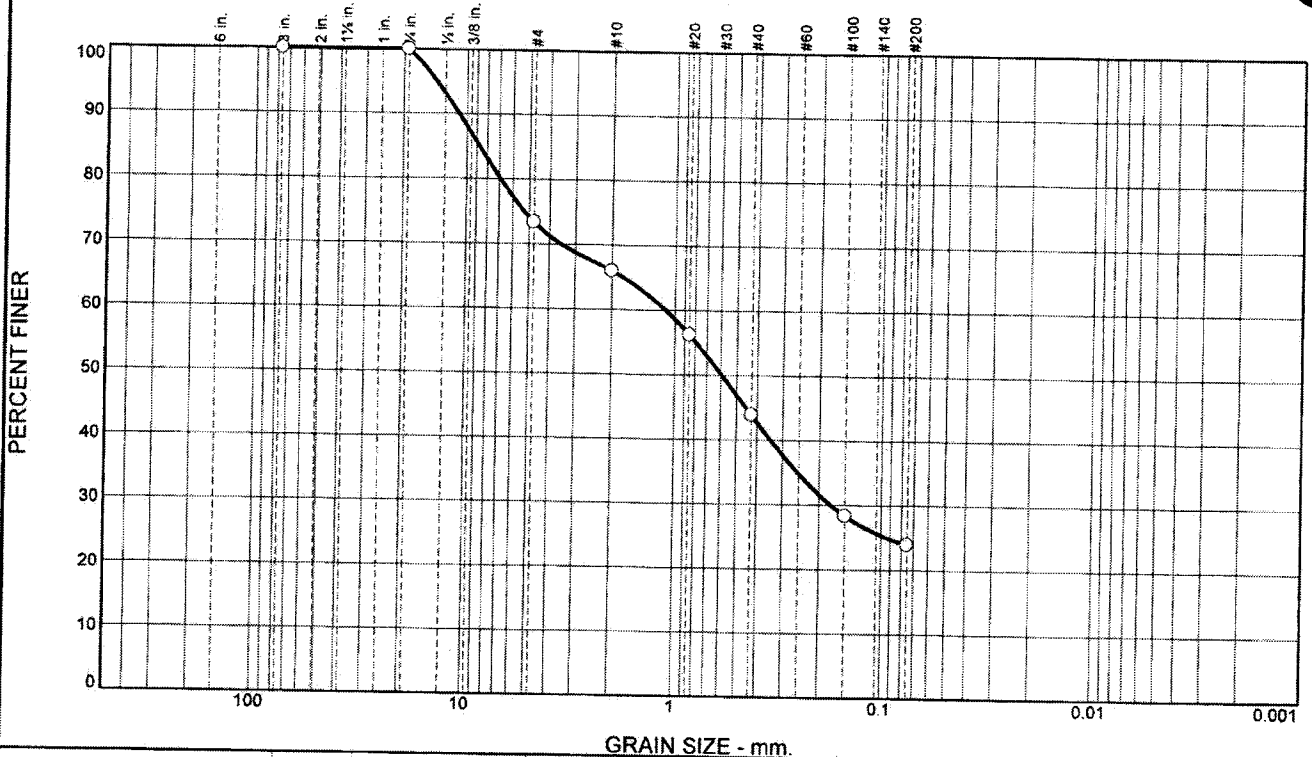
Date: 11/10/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p>
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Figure

Tested By: JC Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	26.6	7.4	22.1	19.9	24.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	73.4		
#10	66.0		
#20	56.2		
#40	43.9		
#100	28.3		
#200	24.0		

(no specification provided)

Material Description
Silty sand with gravel

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 10.8943 D₈₅= 8.6762 D₆₀= 1.1113
 D₅₀= 0.5922 D₃₀= 0.1753 D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=6.1%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-14 Depth: 4-6
 Sample Number: S-3

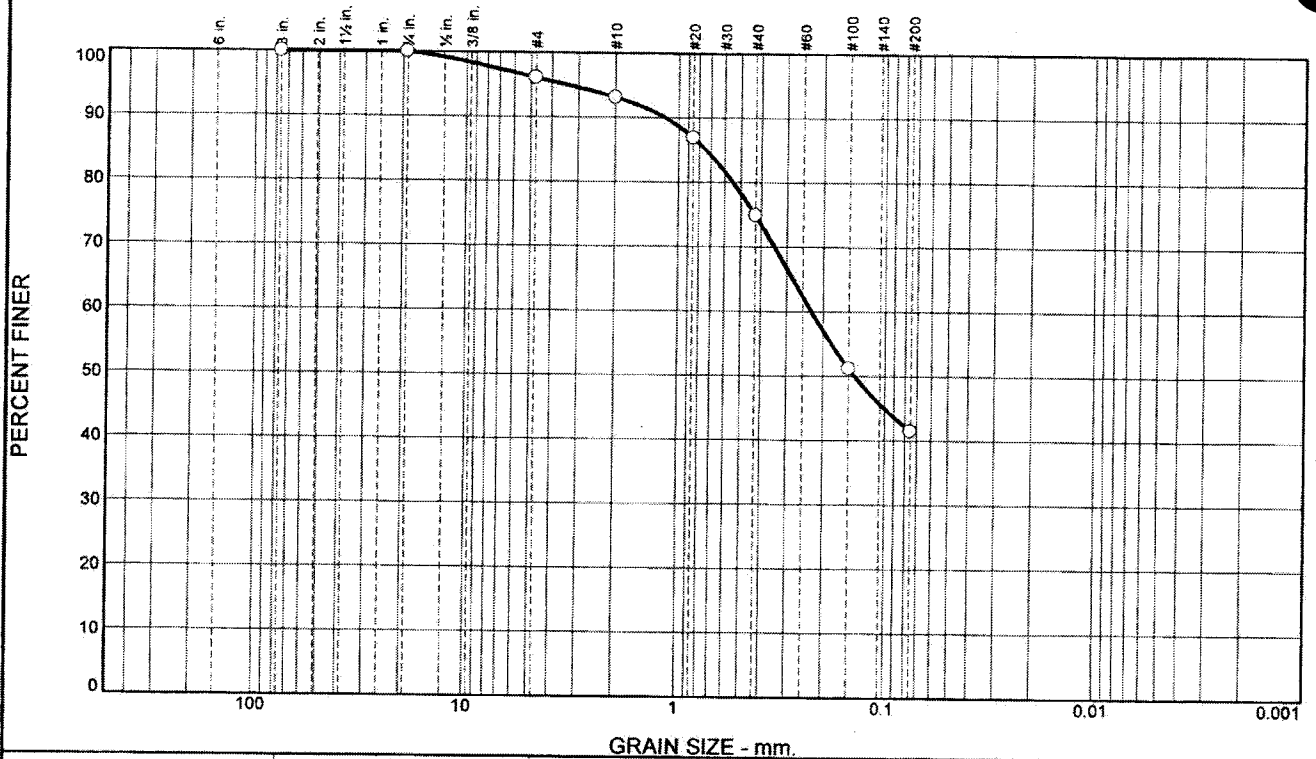
Date: 11/23/15

CDM Smith Boston, Massachusetts	Client: NYC DDC
	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Project No: 117520.111670	Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	3.9	3.0	18.2	33.4		41.5

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	96.1		
#10	93.1		
#20	86.9		
#40	74.9		
#100	51.2		
#200	41.5		

Material Description
Clayey sand

Atterberg Limits
 PL= _____ LL= _____ PI= _____

Coefficients
 D₉₀= 1.1610 D₈₅= 0.7387 D₆₀= 0.2267
 D₅₀= 0.1404 D₃₀= _____ D₁₅= _____
 D₁₀= _____ C_u= _____ C_c= _____

Classification
 USCS= SC AASHTO= _____

Remarks
 As received moisture content=11.2%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

* (no specification provided)

Source of Sample: B-14 Depth: 8-10
 Sample Number: S-5

Date: 11/23/15

CDM Smith Boston, Massachusetts	Client: NYC DDC
	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
	Project No: 117520.111670
	Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	36.6	5.3	15.7	24.2	18.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	63.4		
#10	58.1		
#20	51.8		
#40	42.4		
#100	26.6		
#200	18.2		

(no specification provided)

Material Description

Silty sand with gravel

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 12.6104 D₈₅= 10.6727 D₆₀= 3.5072
 D₅₀= 0.7309 D₃₀= 0.1903 D₁₅=
 D₁₀= C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

As received moisture content=10.0%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-14 Depth: 15-17
 Sample Number: S-7

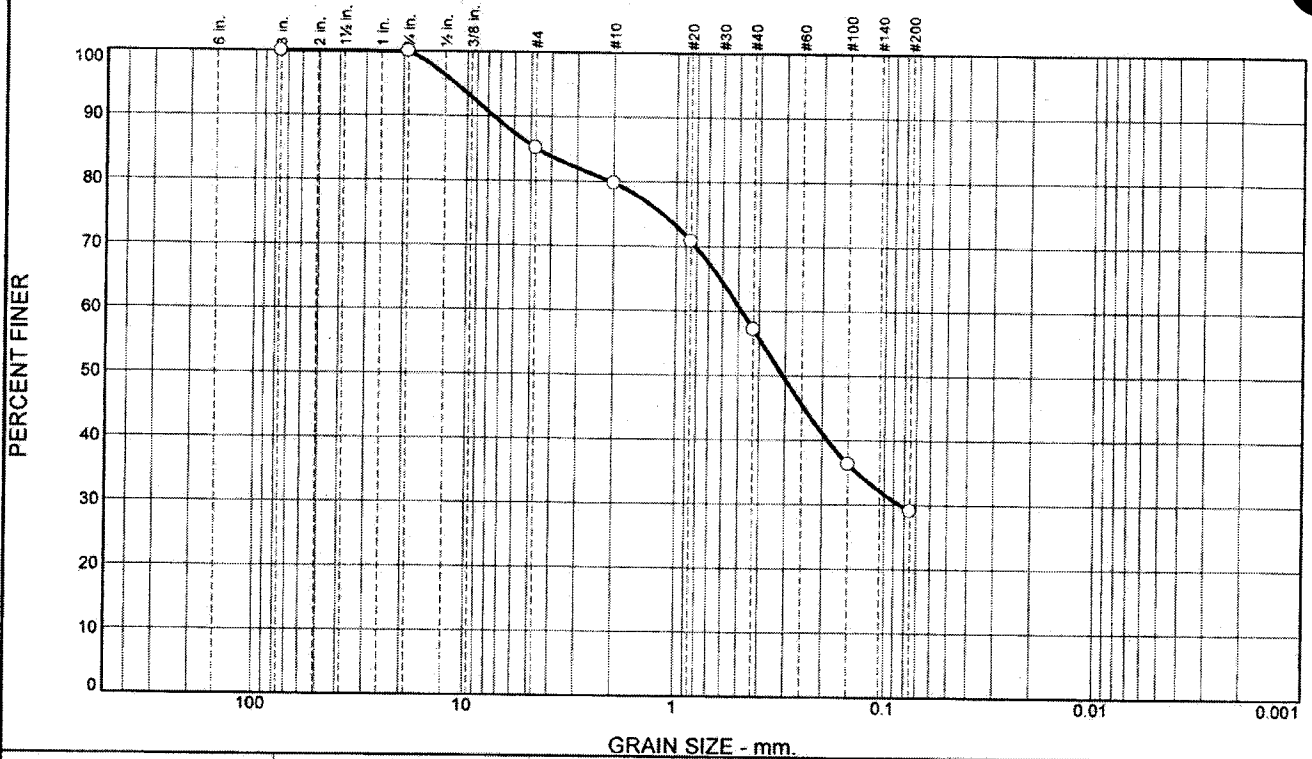
Date: 11/24/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p> <p style="text-align: right;">Figure</p>
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Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	14.9	5.4	22.5	28.1	29.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	85.1		
#10	79.7		
#20	70.8		
#40	57.2		
#100	36.3		
#200	29.1		

* (no specification provided)

Material Description
Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 7.5047 D₈₅= 4.6854 D₆₀= 0.4837
 D₅₀= 0.3075 D₃₀= 0.0834 D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=7.3%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-15 Depth: 4-6
 Sample Number: S-3

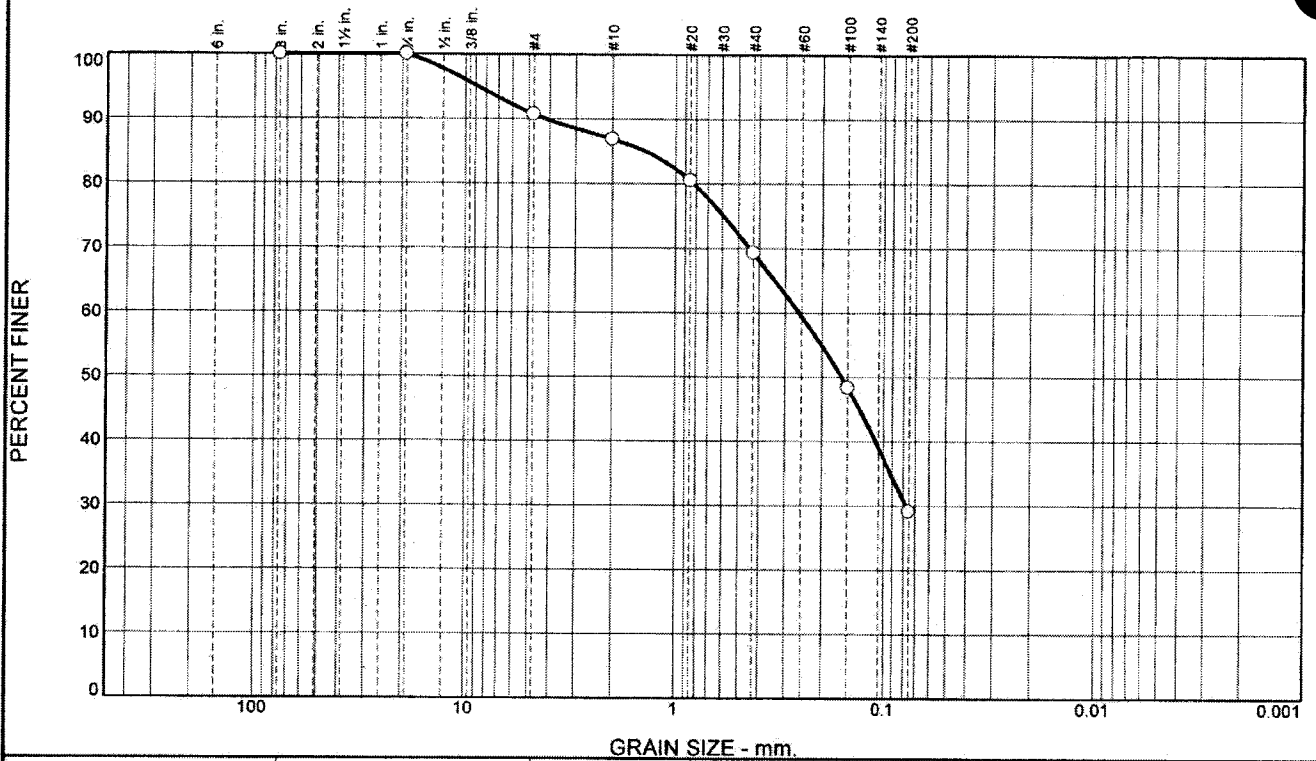
Date: 11/24/15

CDM Smith Boston, Massachusetts	Client: NYC DDC
	Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)
Project No: 117520.111670	Figure

Tested By: JC

Checked By: BFM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	9.3	3.8	17.6	40.2	29.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
3/4	100.0		
#4	90.7		
#10	86.9		
#20	80.5		
#40	69.3		
#100	48.3		
#200	29.1		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 4.1839 D₈₅= 1.3947 D₆₀= 0.2569
 D₅₀= 0.1609 D₃₀= 0.0774 D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= SM AASHTO=

Remarks
 As received moisture content=12.7%
 Fines classification and description based on
 Visual Manual Procedure ASTM D2488

Source of Sample: B-15 Depth: 8-10
 Sample Number: S-5

Date: 11/24/15

<p>CDM Smith</p> <p>Boston, Massachusetts</p>	<p>Client: NYC DDC</p> <p>Project: Queensboro Hall Parking Lot, Queens, NY. (Task# 10724)</p> <p>Project No: 117520.111670</p>
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Tested By: JC

Checked By: BFM

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 2

DATED: June 27, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Attachment 1 - Bid Information on Page A-1;
Change the dates shown for Submission of Bids and for Bid Opening from "JUNE 30, 2016" to read "JULY 07, 2016".
2. Refer to the Bid and Contract Documents, VOLUME 1 OF 3, SCHEDULE B - M/WBE Utilization Plan on Page 13;
Change the date shown for Bid/Proposal Response Date from "JUNE 30, 2016" to read "JULY 07, 2016".

END OF ADDENDUM NO. 2

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of one (1) page.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.


MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE; 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 3

DATED: June 30, 2016

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 [REVISION# 1] through B-30 [REVISION# 1], as amended by Addendum No. 1;
Delete the Bid Schedule, as contained on Pages B-3 [REVISION# 1] through B-30 [REVISION# 1], in their entirety;
Substitute the revised Bid Schedule, as contained on attached pages B-3 [REVISION# 2] through B-30 [REVISION# 2].
2. Refer to the Bid and Contract Documents, Volume 3 of 3, SPECIAL PROVISIONS, page S-6;
Delete the page S-6, in its entirety;
Substitute the attached revised pages S-6(R) and 6a through 6c.
3. Refer to the Bid and Contract Documents, Contract Drawings NOS. C-100.00, C-102.00 and C-104.00;
Delete DWG. NOS. C-100.00, C-102.00 and C-104.00, in their entirety;
Substitute the attached revised DWG. NO. C-100.00, C-102.00 and C-104.00.

4. For additional information see the attached page of "Questions Submitted by a Bidder and DDC's Responses".

END OF ADDENDUM NO. 3

By signing in the space provided below, the bidder acknowledges receipt of this Addendum consisting of two (2) pages, thirty-four (34) pages of attachments and three (3) sheets of Contract drawings.

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____



6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016TR0002C
PROJECT ID: TF18-2012N

BID SCHEDULE

- NOTE:** (1) The Agency may reject a bid if it contains unbalanced bid prices. An unbalanced bid is considered to be one containing lump sum or unit items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs, anticipated for the performance of the items in question.
- (2) The following bid prices on Unit Price Contracts are to be paid for the actual quantities of the item numbers in the completed work or structure, and they cover the cost of all work, labor, material, tools, plant and appliances of every description necessary to complete the entire work, as specified, and the removal of all debris, temporary work and appliances.
- (3) PLEASE BE SURE A LEGIBLE BID IS ENTERED, IN INK, FOR EACH ITEM.
Alterations must be initiated in ink by the bidder.
- (4) The Extended Amount entered in Column 6 shall be the product of the Estimated Quantity in Column 3 times the Unit Price Bid in Column 5.
- (5) Prospective bidders must examine the Bid Schedule carefully and, before bidding, must advise the Commissioner, in writing, if any pages are missing, and must request that such missing pages be furnished them. The pages of this Bid Schedule are numbered consecutively, as follows:
B - 3 [REVISION # 2] Through B - 30 [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 ON PAGE C-4 OF THIS BID BOOKLET.

B - 3
[REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
001	4.02 AF-2RAP RECYCLED ASPHALT PAVEMENT (RAP) CONCRETE WEARING COURSE 2" THICK	10,810.00	S.Y.				
002	4.02 CA-6RAP RECYCLED ASPHALT PAVEMENT (RAP) BINDER MIXTURE 6" THICK	10,810.00	S.Y.				
003	4.06 CONCRETE IN STRUCTURES, CLASS A-40	280.00	C.Y.				
004	4.08 AA CONCRETE CURB (18" DEEP)	3,000.00	L.F.				
005	4.09 AD STRAIGHT STEEL FACED CONCRETE CURB (18" DEEP)	1,460.00	L.F.				
006	4.09 BD DEPRESSED STEEL FACED CONCRETE CURB (18" DEEP)	88.00	L.F.				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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	
007	4.09 CD CORNER STEEL FACED CONCRETE CURB (18" DEEP)	160.00	L.F.			
008	4.11 AS EARTH EXCAVATION FOR STRUCTURES	100.00	C.Y.			
009	4.11 CA FILL, PLACE MEASUREMENT	9,000.00	C.Y.			
010	4.13 AAS 4" CONCRETE SIDEWALK (UNPIGMENTED)	13,320.00	S.F.			
011	4.13 AAS-GL20 4" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	4,000.00	S.F.			
012	4.13 AAS-GL40 4" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	1,000.00	S.F.			

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION

PROJECT ID: TF18-2012N

DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

CONTRACT PIN: 8502016TR00002C

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
013	4.13 BAS 7" CONCRETE SIDEWALK (UNPIGMENTED)	1,000.00	S.F.				
014	4.13 BAS-GL20 7" CONCRETE SIDEWALK (20% GLASS) (UNPIGMENTED)	318.00	S.F.				
015	4.13 BAS-GL40 7" CONCRETE SIDEWALK (40% GLASS) (UNPIGMENTED)	437.00	S.F.				
016	4.13 DE EMBEDDED PREFORMED DETECTABLE WARNING UNITS	80.00	S.F.				
017	4.14 STEEL REINFORCEMENT BARS	10,000.00	LBS.				
018	4.16 AA TREES REMOVED (4" TO UNDER 12" CALIPER)	2.00	EACH				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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	
019	4.16 AB TREES REMOVED (12" TO UNDER 18" CALIPER)	5.00	EACH			
020	4.16 AC TREES REMOVED (18" TO UNDER 24" CALIPER)	10.00	EACH			
021	4.16 AD TREES REMOVED (24" CALIPER AND OVER)	3.00	EACH			
022	4.16 BA TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES	45.00	EACH			
023	4.16 BA510 TREES PLANTED, 2-1/2" TO 3" CALIPER, ALL TYPES, IN 5' X 10' TREE PITS	33.00	EACH			
024	4.16 STUMP STUMP REMOVAL	6.00	UNITS			

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

BID SCHEDULE FORM

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6
SEQ. NO	ITEM NUMBER and DESCRIPTION	ENGINEER'S ESTIMATE OF QUANTITY	UNIT	UNIT PRICE (IN FIGURES) DOLLARS CTS	EXTENDED AMOUNT (IN FIGURES) DOLLARS CTS
025	4.17 AA SHRUBS PLANTED, 15" TO 18" HIGH, ALL TYPES	2,998.00	EACH		
026	4.17 AB SHRUBS PLANTED, 30" TO 36" HIGH, ALL TYPES	15.00	EACH		
027	4.17 AC SHRUBS PLANTED, 18" TO 24" HIGH, ALL TYPES	15.00	EACH		
028	4.17 ACA SHRUBS PLANTED, 24" TO 30" HIGH, ALL TYPES	26.00	EACH		
029	4.17 AD SHRUBS PLANTED, 36" TO 48" HIGH, ALL TYPES	15.00	EACH		
030	4.17 AE SHRUBS PLANTED, 48" TO 60" HIGH, ALL TYPES	15.00	EACH		

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
031	4.17 AF SHRUBS PLANTED, 60" TO 72" HIGH, ALL TYPES	43.00	EACH				
032	4.17 C1G GRASSES PLANTED, 1 GALLON, ALL TYPES	15.00	EACH				
033	4.17 C1Q GRASSES PLANTED, 1 QUART, ALL TYPES	15.00	EACH				
034	4.17 CPL PLUGS, GRASSES	123,950.00	EACH				
035	4.17 OG2G ORNAMENTAL GRASS PLANTED, 2 GALLON	15.00	EACH				
036	4.17 P1QT PERENNIALS 1 QT	15.00	EACH				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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PROJECT ID: TF18-2012N

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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
037	4.17 PG1G PERENNIALS OR GROUNDCOVERS, PLANTED, 1 GALLON, ALL TYPES	15.00	EACH				
038	4.17 PG2G PERENNIALS OR GROUNDCOVERS, PLANTED, 2 GALLON, ALL TYPES	15.00	EACH				
039	4.17 PGPL PLUGS, PERENNIALS AND GROUND COVERS, PLANTED, ALL TYPES	32,099.00	EACH				
040	4.18 A MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	2.00	EACH				
041	4.18 B MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	5.00	EACH				
042	4.18 RP ROOT PRUNING	7.00	EACH				

6/30/2016 12:00 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
043	4.21 TREE CONSULTANT	50.00	P/HR				
044	50.21S0C1048V STANDARD MANHOLE TYPE C-1 ON 48" HDPE SEWER	4.00	EACH				
045	50.41M6S6 6&? D.I.P. CLASS 56 STORM SEWER ON CRUSHED STONE BEDDING	125.00	L.F.				
046	51.11D006 STANDARD 6'-0" DIAMETER PRECAST DROP-PIPE MANHOLE TYPE I	1.00	EACH				
047	51.21C000000C CLEANOUT MANHOLE	1.00	EACH				
048	51.41S002 STANDARD CATCH BASIN, TYPE 2	3.00	EACH				

6/30/2016 12:00 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
049	53.11DR TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	100.00	L.F.				
050	55.11AB ABANDONING BASINS AND INLETS	1.00	EACH				
051	6.02 AAN UNCLASSIFIED EXCAVATION	450.00	C.Y.				
052	6.02 PA PNEUMATIC EXCAVATION AROUND TREES	50.00	C.Y.				
053	6.18 SW STEEL WELDED WIRE FENCE, 4'-6" HIGH	885.00	L.F.				
054	6.23 BA FURNISH AND INSTALL FIRE ALARM POST AND SUBBASE IN ACCORDANCE WITH F.D. STD. DWG. #141	2.00	EACH				

B - 12
 [REVISION # 2]

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
055	6.23 BCS FURNISH AND INSTALL 3" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITHOUT PAVEMENT EXCAVATION)	2,000.00	L.F.				
056	6.23 BFC FURNISH AND INSTALL FIRE DEPARTMENT 12 WIRE TERMINAL BOX AND TERMINATE FIRE ALARM CABLES	2.00	EACH				
057	6.23 BGSE FURNISH AND INSTALL 4" P.V.C. CONDUIT, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION)	100.00	L.F.				
058	6.23 BHE FURNISH AND INSTALL 4" 90-DEGREE P.V.C. WIDE BEND, SCHEDULE 40, U.L. 651 (WITH PAVEMENT EXCAVATION) IN ACCORDANCE WITH F.D. STD. DWG. #141 OR #145AA	2.00	EACH				
059	6.23 BP FURNISH AND INSTALL FIRE ALARM PEDESTAL BUMPERS (2 REQUIRED PER SET) IN ACCORDANCE WITH F.D. STD. DWG. #168	2.00	SETS				
060	6.25 RS TEMPORARY SIGNS	50.00	S.F.				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
061	6.26 TIMBER CURB	100.00	L.F.				
062	6.27 DEMOLITION OF STRUCTURES	1.00	L.S.				
063	6.28 AA LIGHTED TIMBER BARRICADES	10.00	L.F.				
064	6.30 AA BEAM TYPE GUIDE RAIL	860.00	L.F.				
065	6.30 UA ANCHOR UNIT FOR BEAM TYPE GUIDE RAIL	6.00	EACH				
066	6.31 WS PRECAST CONCRETE WHEEL STOPS	30.00	EACH				

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
067	6.34 WF RELOCATE AND REMOVE EXISTING WOOD CONSTRUCTION FENCE, 8'-0" HIGH	2,000.00	L.F.				
068	6.34 WS TEMPORARY FENCE - WOOD SLAT FENCE, 4'-0" HIGH	2,000.00	L.F.				
069	6.36 DR STRUCTURAL REPAIR AND ADJUSTMENT OF UTILITY STRUCTURES	10.00	C.Y.				
070	6.40 C ENGINEER'S FIELD OFFICE (TYPE C)	16.00	MONTH				
071	6.41 LINE AND GRADE SURVEYS	1.00	L.S.				
072	6.43 PHOTOGRAPHS	100.00	SETS				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
073	6.44 THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	6,400.00	L.F.		
074	6.46 DENSE-GRADED STONE BASE	5,500.00	C.Y.		
075	6.49 TEMPORARY PAVEMENT MARKINGS (4" WIDE)	1,000.00	L.F.		
076	6.50 CLEANING OF DRAINAGE STRUCTURES	13.00	EACH		
077	6.52 CG CROSSING GUARD	200.00	P/HR		
078	6.55 SAWCUTTING EXISTING PAVEMENT	2,220.00	L.F.		

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)	
				DOLLARS	CTS	DOLLARS	CTS
079	6.59 P TEMPORARY CONCRETE BARRIER	1,980.00	L.F.				
080	6.75 GRINDING EXISTING ASPHALTIC CONCRETE WEARING COURSE	500.00	C.Y.				
081	6.82 A REMOVING EXISTING TRAFFIC AND STREET NAME SIGNS	20.00	S.F.				
082	6.82 B REMOVING EXISTING TRAFFIC AND STREET NAME SIGN POSTS	104.00	L.F.				
083	6.83 AA FURNISHING NEW NON-REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.				
084	6.83 AB FURNISHING NEW TRAFFIC SIGN POSTS	120.00	L.F.				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
085	6.83 AR FURNISHING NEW REFLECTORIZED TRAFFIC SIGNS	25.00	S.F.			
086	6.83 BA INSTALLING TRAFFIC SIGNS	50.00	S.F.			
087	6.83 BB INSTALLING TRAFFIC SIGN POSTS	120.00	L.F.			
088	6.86 AA FURNISHING NEW STREET NAME SIGNS	30.00	S.F.			
089	6.86 AB FURNISHING NEW STREET NAME SIGN POSTS	140.00	L.F.			
090	6.86 BA INSTALLING STREET NAME SIGNS	30.00	S.F.			

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
091	6.86 BB INSTALLING STREET NAME SIGN POSTS	140.00	L.F.				
092	6.87 PLASTIC BARRELS	150.00	EACH				
093	6.99 AUDIO AND VIDEO DOCUMENTATION SURVEY	1.00	L.S.				
094	65.71SG FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	175.00	C.Y.				
095	7.13 B MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 10,000.00	10.00	MONTH				
096	7.55 NEW PIPE RAILINGS	350.00	L.F.				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
097	7.88 AA RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 310.00	1.00	L.S.			
098	7.88 AB RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 75.00	243.00	EACH			
099	7.88 AC BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 12.00	243.00	EACH			
100	7.88 AD WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 80.00	9.00	BLOCK			
101	70.61RE ROCK EXCAVATION	50.00	C.Y.			
102	72.11HF HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	5.00	C.Y.			

B - 20
[REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
103	9.00 C EXPLORATORY TEST PITS	250.00	C.F.				
104	9.13 HD12 12" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	1,250.00	L.F.				
105	9.13 HD15 15" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE	220.00	L.F.				
106	9.13 HD48P 48" HIGH-DENSITY POLYETHYLENE DRAINAGE PIPE (Perforated)	600.00	L.F.				
107	9.30 STORM WATER POLLUTION PREVENTION	1.00	L.S.				
108	9.91 A PERMANENT STEEL SHEET PILING	27,500.00	S.F.				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
 DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONTRACT PIN: 8502016TR0002C

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
109	9.91 SP PAINTING OF PERMANENT STEEL SHEET PILING	13,500.00	S.F.				
110	E 260519 B LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 2 AWG WIRE)	100.00	L.F.				
111	E 260519 BA LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 1/0 AWG WIRE)	100.00	L.F.				
112	E 260519 C LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 4 AWG WIRE)	2,000.00	L.F.				
113	E 260519 D LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 6 AWG WIRE)	100.00	L.F.				
114	E 260519 G LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (NO. 10 AWG WIRE)	100.00	L.F.				

6/30/2016 12:00 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
115	E 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2.00	L.F.				
116	E 260533 A0.75 METAL CONDUIT AND TUBING (3/4" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.				
117	E 260533 A1.0 METAL CONDUIT AND TUBING (1" GALVANIZED RIGID STEEL CONDUIT)	500.00	L.F.				
118	E 260533 AC METAL CONDUIT AND TUBING (2" GALVANIZED RIGID STEEL CONDUIT)	2,000.00	L.F.				
119	E 260533 AD METAL CONDUIT AND TUBING (4" GALVANIZED RIGID STEEL CONDUIT)	150.00	L.F.				
120	E 260533 B METAL WIREWAYS	100.00	L.F.				

B - 23
 [REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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CONTRACT PIN: 8502016TR0002C

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
121	E 260533 D HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING	30.00	EACH				
122	E 262416 C PANELBOARDS, 800 A 42" MOUNTING SPACE WITH (1) 800A, 3P MCB AND (1) 225A, 3P CB	1.00	EACH				
123	E 262416 D PANELBOARDS, 225A 42 POLE WITH (3) 20A, 1P CB, (4) 40A, 2P CB	1.00	EACH				
124	E 262716 A ENCLOSURE	1.00	EACH				
125	E 262726 A GFCI RECEPTACLE (DUPLEX)	2.00	EACH				
126	E 262726 E UTILITY LIGHT FIXTURE	1.00	EACH				

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
127	GI-2.07 OPEN GRADED STONE BASE	1,850.00	C.Y.				
128	GI-2.09 GEOTEXTILE FABRIC	150.00	S.Y.				
129	GI-2.13A ENGINEERED SOIL AND SAND	6,350.00	C.Y.				
130	GI-2.14 MULCH	50.00	S.Y.				
131	GI-5.13A STORMWATER INLET	27.00	EACH				
132	NYC-640.2500001 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES - 20 MILS	1,200.00	L.F.				

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL 1 SEQ. NO	COL 2 ITEM NUMBER and DESCRIPTION	COL 3 ENGINEER'S ESTIMATE OF QUANTITY	COL 4 UNIT	COL 5 UNIT PRICE (IN FIGURES)		COL 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
133	NYC-640.2500002 BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED SPACES SYMBOLS - 20 MILS	8.00	EACH			
134	PK-124C-ADA CATCH BASIN WITH ADA INLET	1.00	EACH			
135	PK-124C-Y1 CATCH BASIN WITH YARD INLET	14.00	EACH			
136	PK-12D WATER TAP, 2" DIAMETER	1.00	EACH			
137	PK-13D TYPE K COPPER TUBING, 1" DIAMETER	50.00	L.F.			
138	PK-13F TYPE K COPPER TUBING, 2" DIAMETER	2,550.00	L.F.			

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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES)		COL. 6 EXTENDED AMOUNT (IN FIGURES)
				DOLLARS	CTS	
139	PK-143A RPZ & WATER METER WITH REMOTE & STRUCTURE - 2" RPZ	1.00	EACH			
140	PK-159B CURB & PROPERTY LINE VALVES - 2" DIA.	2.00	SETS			
141	PK-17 CAST IRON VALVE BOX, 5-1/4" DIAMETER	2.00	EACH			
142	PK-184-GH1 GROUND HYDRANT - 1" DIAMETER	7.00	EACH			
143	PK-473 DECOMPACT EXISTING TREE	2.00	EACH			
144	SL-20.02.18 FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION AS PER DRAWING J-3788A FOR INSTALLING TYPE 30' DAVIT LAMPPPOST	34.00	EACH			

B - 27
[REVISION # 2]

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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CONTRACT PIN: 8502016TR0002C

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	
145	SL-21.03.24 FURNISH AND INSTALL 2S.6S.8S.12S FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG. J-5309.	20.00	EACH			
146	SL-21.03.24A FURNISH AND INSTALL TYPE 14' (HIGH) STEEL DAVIT LAMPOST (SINGLE ARM) AS PER STANDARD DWG J-5308.	6.00	EACH			
147	SL-21.03.25 FURNISH AND INSTALL TYPE 2T.4T.6T.8T OR 12T FABRICATED STEEL DAVIT LAMPOST WITH TRANSFORMER BASE AS PER DWG J-5309.	8.00	EACH			
148	SL-22.16.05 FURNISH AND INSTALL ROADWAY TYPE LED FIXTURE AS PER SPECIFICATION 466 WITH PEC RECEPTACLE AND PEC	42.00	EACH			
149	SL-24.02.09 FURNISH AND INSTALL TROUGH FOR THREE FLOODLIGHTS OR THREE PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5229	1.00	EACH			
150	SL-33.02.02 FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	2,500.00	L.F.			

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	
151	SL-35.01.04 FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN PAVED AREA	2,350.00	L.F.			
152	SL-37.05.04 FURNISH AND INSTALL TYPE 2418 SIDEWALK CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG. J-3179A.	2.00	EACH			
153	SL-38.01.01 FURNISH AND INSTALL SURFACE MOUNTED THREE (3) RELAY CONTROL CABINET AS PER DWGS H-5212A AND H-3370.	1.00	EACH			
154	SL-38.04.01 FURNISH AND INSTALL CONCRETE PEDESTAL FOR THREE (3) RELAY CONTROL CABINET AS PER DWG H-5078A.	1.00	EACH			

6/30/2016 12:00 AM

NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
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BID SCHEDULE FORM

COL. 1 SEQ. NO	COL. 2 ITEM NUMBER and DESCRIPTION	COL. 3 ENGINEER'S ESTIMATE OF QUANTITY	COL. 4 UNIT	COL. 5 UNIT PRICE (IN FIGURES) DOLLARS : CTS	COL. 6 EXTENDED AMOUNT (IN FIGURES) DOLLARS : CTS
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SUB-TOTAL: \$ _____

155	6.39 A MOBILIZATION BID PRICE OF MOBILIZATION SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.	1.00	L.S.		
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TOTAL BID PRICE: \$ _____

PLEASE BE SURE A LEGIBLE BID IS ENTERED FOR EACH ITEM.
THE BIDDER SHALL INSERT THE TOTAL BID PRICE IN
THE BID FORM ON PAGE C-4 OF THIS BID BOOKLET.



OCMC TRAFFIC STIPULATIONS

JUNE 28, 2016

OCMC FILE NO: QEC-16-388
CONTRACT NO: TF18-2012N
PROJECT: QUEEN BOROUGH HALL MUNICIPAL PARKING FIELD
LOCATION(S): 80-25 126TH STREET

PERMISSION IS HEREBY GRANTED TO THE **NYC DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

- A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
- B. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. THE PERMITEE MUST PROTECT NYC DEP GREEN INFRASTRUCTURE DOWNSTREAM OF THE WORK OR WITHIN FIVE (5) FEET OF THE WORK AREA. THE PERMITEE MUST EMAIL NYC DEP AT SUSTAINABILITY@DEP.NYC.GOV FOR PROTECTION REQUIREMENTS PRIOR TO COMMENCING WORK. THE PERMITEE IS RESPONSIBLE FOR RESTORATION OF DAMAGED NYC DEP INFRASTRUCTURE AS DIRECTED BY NYC DEP.
- F. **BUS STOPS** – THE PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
- K. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITEE 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 PERMITEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
- L. **ACCESS TO ADJUTING PROPERTIES** – THE PERMITEE SHALL COORDINATE ALL ACTIVITIES WITH ADJUTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- M. **AUTHORIZED PARKING** – PRIOR TO PERFORMING WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITEE SHALL SUBMIT IN WRITING, AND COPY OCMC-STREETS, A REQUEST TO OCCUPY SPACE CURRENTLY USED BY AUTHORIZED VEHICLES. APPROVAL MUST BE RECEIVED FROM AUTHORIZED PARKING PRIOR TO OCCUPYING THESE AREAS.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
55 Water Street - 7th Floor, New York, NY 10041
T: 212.839.9621 F: 212.839.8970
www.nyc.gov/dot

OCMC FILE NO: QEC-16-388
CONTRACT NO: TF18-2012N
PROJECT: QUEEN BOROUGH HALL MUNICIPAL PARKING FIELD

Project ID: TF18-2012N
June 28, 2016
Page 2 of 4

- N. **NOTIFICATION** – THE PERMITEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYCDOT OCMC OFFICE, AND ALL ADJACENT 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/DO1/DOWNLOADS/PDF/DO1_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

P. **ENHANCED MITIGATIONS**

- 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. WHEN WORKING ON 132ND AVENUE BETWEEN 82ND AVENUE UNION TURNPIKE

1. Work hours shall be as follows: 7am-6pm Monday-Friday and Saturday 8am-4pm
2. Contractor shall fully closed the sidewalk
3. Contractor shall occupy 19'5" of the roadway, including a 5'0" pedestrian walkway part of the 19'5"

B. WHEN WORKING ON UNION TURNPIKE BETWEEN 132ND AVENUE AND 126TH STREET

1. Work hours shall be as follows: 7am-6pm Monday-Friday and Saturday 8am-4pm
2. Contractor shall maintain one part of the roadway 17'6" and one part of the 12'0" of the roadway outside of the work zone at all time.
3. Contractor shall maintain 5'0" pedestrian walkway part of the work zone.

C. WHEN WORKING ON 126TH STREET BETWEEN UNION TURNPIKE AND 82ND AVENUE

1. Work hours shall be as follows: 7am-6pm Monday-Friday and Saturday 8am-4pm
2. Contractor must maintain 37'6" of the roadway outside of the work zone at all time.
3. Contractor must post signs meeting NYCDOT specifications for directing pedestrians to opposite sidewalk. Signs must be posted at work zones as well as both intersections of affected sidewalk. (full sidewalk closure)

D. WHEN WORKING ON 82ND AVENUE BETWEEN 126TH STREET AND 132ND AVENUE

1. Work hours shall be as follows: 7am-6pm Monday-Friday and Saturday 8am-4pm
2. Contractor must maintain 37'7" of the roadway outside of the work zone at all time.
3. Contractor must post signs meeting NYCDOT specifications for directing pedestrians to opposite sidewalk. Signs must be posted at work zones as well as both intersections of affected sidewalk. (full sidewalk closure)

E. SPECIAL NOTE:

1. Must coordinate with the Queens Court House before mobilizing.
2. Must coordinate with NYS Department of Transportation 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. THE PERMITEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.

C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

1. STREET FAIRS / FESTIVALS

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

2. RUNNING / WALKING / BIKING EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

3. PARADES

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

- D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS: CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
- E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
- F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
- G. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
- H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
- I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF **LOCAL LAW 24 STREET CLOSURE LAW**.
- J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
- K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.


OCMC FILE NO: QEC-16-388
CONTRACT NO: TF18-2012N
PROJECT: QUEEN BOROUGH HALL MUNICIPAL PARKING FIELD

Project ID, TF18-2012N
June 28, 2016
Page 4 of 4

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- 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.



NICOLAS DAGHER, P.E.
EXECUTIVE DIRECTOR
OCMC



GARY SMALLS
DIRECTOR
OCMC-STREETS

Questions Submitted by Bidders and DDC's Responses

- Question# 1. The Drainage Plan from Addendum #1 calls out Item 51.210C1048V for the Outlet Control Structure but this item is not included in the Revised Bid Schedule included with the addendum; please clarify.
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 1.
- Question# 2. The DDC's response to Question #25 in Addendum #1 seems to indicate the details for the PK-124C Catch Basins were provided in the addendum, however no new drainage details were provided. Please provide a detail for the PK-124C Catch Basins or specific Parks Department Standard Structure for these items.
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 3.
- Question# 3. Please provide detail for the Stormwater Inlets, none is provided.
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 3.
- Question# 4. Is Dense-Graded Stone Base (Item 6.46) required under the 6" of RAP Binder Mixture in the parking lot? The Bid Quantity of 5,500 CY is very large for just the sidewalk and stairs.
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 3.
- Question# 5. C-104.00 detail 1 indicates compacted base. Please indicate material and how it is paid.
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 3.
- Question# 6. A101.00 detail 5 call for 36" compacted subgrade. What is extent, specification and pay item?
DDC'S RESPONSE: REFER TO SITE CIVIL DRAWINGS – THIS IS MATERIAL COVERED BY SPECIFICATIONS AND PAYMENT CLAUSE OF ITEM 4.11CA. COMPACTED SUBGRADE IS ONLY REQUIRED WHERE SOIL ELEVATION HAS BEEN RAISED AND OR DISTURBED BY ADJACENT CONSTRUCTION.
- Question# 7. C-104.00 – under what item outlet control structure is paid?
DDC'S RESPONSE: ITEM NO. 51.2150C1048V AS INDICATED ON DWG C-102.00. WE CAN ADD THIS CALLOUT TO THE DETAIL AS WELL. SEE ADDENDUM NO. 3, ARTICLE NO. 3.
- Question# 8. How vertical 6" cleanout pipe is paid?
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 3.
- Question# 9. Detail 1 on the same drawing indicates parking lot new paving as 4" thick.
DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 3.

Question# 10. Spec section PK-124C first paragraph calls for catch basin fabricated as per contract drawing CS502.00. Cannot be located. Please provide.

DDC'S RESPONSE: SEE ADDENDUM NO. 1, ARTICLE NO. 6.

Question# 11. C 103.00 – how is work as indicated are paid? Please advise if SWPPP conforms to NYS DEC standards.

DDC'S RESPONSE: DISCHARGES INTO COMBINED SEWERS ARE NOT COVERED BY DEC STANDARDS. REFER TO DEC FAQ #4 WHICH CAN LOCATED AT http://www.dec.ny.gov/docs/water_pdf/constrfaq.pdf.

Question# 12. Special provisions page S1 par. B states that traffic stipulations are attached. Cannot be located.

DDC'S RESPONSE: SEE ADDENDUM NO. 3, ARTICLE NO. 2.

Question# 13. G 200.00 Note 5 – please advise if the drawing complies with this stipulation. What is the date of survey?

DDC'S RESPONSE: BOUNDARY AND TOPOGRAPHIC SURVEY DATED 07/30/15 AND PREPARED BY HIRANI ENGINEERING & LAND SURVEYING, PC. . A EMBOSSSED AND SIGNED COPY OF THE SURVEY UPON WHICH THIS DRAWING WAS BASED WILL BE MADE AVAILABLE TO THE SUCCESSFUL BIDDER UPON REQUEST TO THE ENGINEER.

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
INFRASTRUCTURE DIVISION
BUREAU OF DESIGN

PROJECT ID: TF18-2012N

CONSTRUCTION OF
THE QUEENS BOROUGH HALL MUNICIPAL PARKING FIELD

A NEW DEVELOPMENT FOR THE ENTIRE BLOCK BOUNDED BY UNION TURNPIKE, 126TH
STREET, 82ND AVENUE AND 132ND STREET

INCLUDING SITE WORK, STORMWATER MANAGEMENT AND CONNECTION TO THE
COMBINED SEWER, LANDSCAPE PLANTINGS, VEHICULAR PARKING AREAS, SITE
LIGHTING, RETAINING WALLS, STORMWATER, NEW SERVICE CONNECTIONS AND
DISTRIBUTION FOR WATER, AND ELECTRIC

Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

ADDENDUM NO. 4

DATED: July 5, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the BID BOOKLET, VOLUME 1 OF 3, Attachment 1 - Bid
Information on Page A-1;
Change the time shown for Submission of Bids and for Bid Opening
from "11:00 A.M." to read "2.00 P.M".

END OF ADDENDUM NO. 4

**By signing in the space provided below, the bidder acknowledges receipt
of this Addendum consisting of one (1) page.**

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.


MOHSEN ZARGAREH, P.E.
Assistant Commissioner

Name of Bidder

By: _____

ATTACH TO CONTRACT DOCUMENTS

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
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ADDENDUM NO. 5

DATED: July 6, 2016

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. Refer to the BID BOOKLET, VOLUME 1 OF 3, Page 14, "NO TEXT";
Delete Page 14 in its entirety.
Insert Attached Page 14 "SCHEDULE B - Part II".

END OF ADDENDUM NO. 5

**By signing in the space provided below, the bidder acknowledges receipt
of this Addendum consisting of one (1) page and one (1) page attachment.**

THIS ADDENDUM MUST BE SIGNED BY ALL BIDDERS AND ATTACHED TO THEIR BIDS.



MOHSEN ZARGARELAHI, P.E.
Assistant Commissioner

Name of Bidder

By: _____

Tax ID #: _____

APT E- 85016B00143
PIN #: _____

SCHEDULE B - Part II: M/WBE Participation Plan

Part II to be completed by the bidder/proposer.

Please note: For Non-M/WBE Prime Contractors who will NOT subcontract any services and will self-perform the entire contract, you must obtain a FULL waiver by completing the Waiver Application on pages 17 and 18 and timely submitting it to the contracting agency pursuant to the Notice to Prospective Contractors. Once a FULL WAIVER is granted, it must be included with your bid or proposal and you do not have to complete or submit this form with your bid or proposal.

Section I: Prime Contractor Contact Information

Tax ID # _____	FMS Vendor ID # _____
Business Name _____	Contact Person _____
Address _____	
Telephone # _____	Email _____

Section II: M/WBE Utilization Goal Calculation: Check the applicable box and complete subsection.

PRIME CONTRACTOR ADOPTING AGENCY M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Agency Total Participation Goals (Line 1, Page 13)		Calculated M/WBE Participation Amount
	\$	X		=	\$ Line 2

PRIME CONTRACTOR OBTAINED PARTIAL WAIVER APPROVAL: ADOPTING MODIFIED M/WBE PARTICIPATION GOALS

<input type="checkbox"/> For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Modified M/WBE Participation Goals. Calculate the total dollar value of your total bid that you agree will be awarded to M/WBE subcontractors for services and/or credited to an M/WBE prime contractor or Qualified Joint Venture. Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation.	Total Bid/Proposal Value		Adjusted Participation Goal (From Partial Waiver)		Calculated M/WBE Participation Amount
	\$	X		=	\$ Line 3







**Department of
Design and
Construction**

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

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Together With All Work Incidental Thereto
BOROUGH OF QUEENS
CITY OF NEW YORK

Contractor.

Dated _____, 20____