



**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 1 OF 3

AUDIT ENGINEER

BID BOOKLET

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

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

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

August 27, 2014

M 5-037







**Department of
Design and
Construction**

FENIOSKY PEÑA-MORA
Commissioner

ERIC C. MACFARLANE, P.E.
Deputy Commissioner
Infrastructure

NTP – HIGHWAY & NON-EMERGENCY DEP PROJECTS

RETURN RECEIPT REQUESTED CERTIFIED MAIL #

June 22, 2015

JLJ IV ENTERPRISES INC.
213-19 99TH AVENUE
QUEENS VILLAGE, NY 11429

CONTRACT #: 20151423341
PIN #: 8502013WM0012C
LEAD FMS ID #: MED608
BOROUGH OF: Manhattan
PROJECT NAME: WATER MAIN CONNECTION AT WASHINGTON SQUARE
PARK

Dear Contractor:

Transmitted herewith is your duly executed contract for the above mentioned project for furnishing all labor and materials necessary and required together with all work incidentals thereto.

You are hereby directed to commence work on the above-referenced project as of July 06, 2015. The date to complete all of the work is June 24, 2017, a total of 720 consecutive calendar days (CCDs), which includes Base Contract Duration of 540 CCDs + Schedule "A" Adjustment of 180 CCDs, in accordance with the terms of the contract.

This contract was awarded to you on March 19, 2015 and registered by the Comptroller of The City of New York on May 21, 2015 in the amount of \$8,939,669.24.

This notice to proceed is conditional and may be rescinded upon failure to submit, if applicable, all required original certificates and/or policies of insurance to the Insurance and Risk Management Unit at least ten (10) business days prior to the commencement of all work. If you have not done so, please submit the original certificates to:

ORDER TO COMMENCE WORK
PIN: 8502013WM0012C, CONTRACT NUMBER: 20151423341
JLJ IV ENTERPRISES INC.

Insurance and Risk Management Unit
Office of the Agency Chief Contracting Officer
30-30 Thomson Avenue, 4th Floor
Long Island City, NY 11101

You are required to obtain street opening permits from DOT for this project. The attached letter provides the information you will need to present to the DOT permit office to obtain these permits at no cost to you. Please be advised that all permits must be in place prior to the commencement of work.

Upon receipt of this order, please contact Mr. John Delucia, P.E. Borough Director, New York City Department of Design and Construction, at 212-313-3558.

Also, if subcontractor participation goals have been established for this contract, you must, within 30 days of the date of this letter, submit all subcontractors/subconsultants on the enclosed form ("Initial List of Subcontractors/Subconsultants"). You should also include the following:

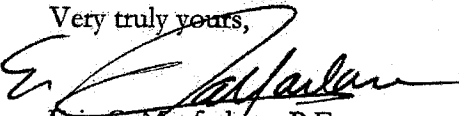
- a) MWBE Contractor Participation Letter (attached)
- b) Copy of the MWBE Certification Letter (attached)
- c) Copy of the Subcontractor Agreement and/or Purchase Order
- d) Request for Approval of Subcontractors (copy only)

Please return completed forms to:

NYC Department of Design + Construction
Office of Contract Opportunity
30-30 Thomson Avenue - 4th Floor
Long Island City, NY 11101
Attn: Ramon Rodriguez

You are strongly advised to submit these documents as early as possible so as not to delay the subcontractor approval review process. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (SBS) website at www.nyc.gov/buycertified or by emailing SBS at MWBE@sbs.nyc.gov, or by calling the SBS certification hotline at (212) 513-6311 or by visiting or writing SBS at 110 William Street, New York, New York 10038, 7th Floor. Eligible firms that have not yet been certified may contact SBS in order to seek certification. **FAILURE to submit the LOS within 30 days of the date of this letter will be reflected in the contractor's overall performance evaluation.**

Very truly yours,


Eric C. Macfarlane, P.E.
Deputy Commissioner

Attn: Contract Book and Plans



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DR. FENIOSKY PEÑA-MORA
Commissioner

JOHN GODDARD
Agency Chief
Contracting Officer

March 19, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUEST

JLJ IV Enterprises Inc.
213-19 99th Avenue
Queens Village, NY 11429

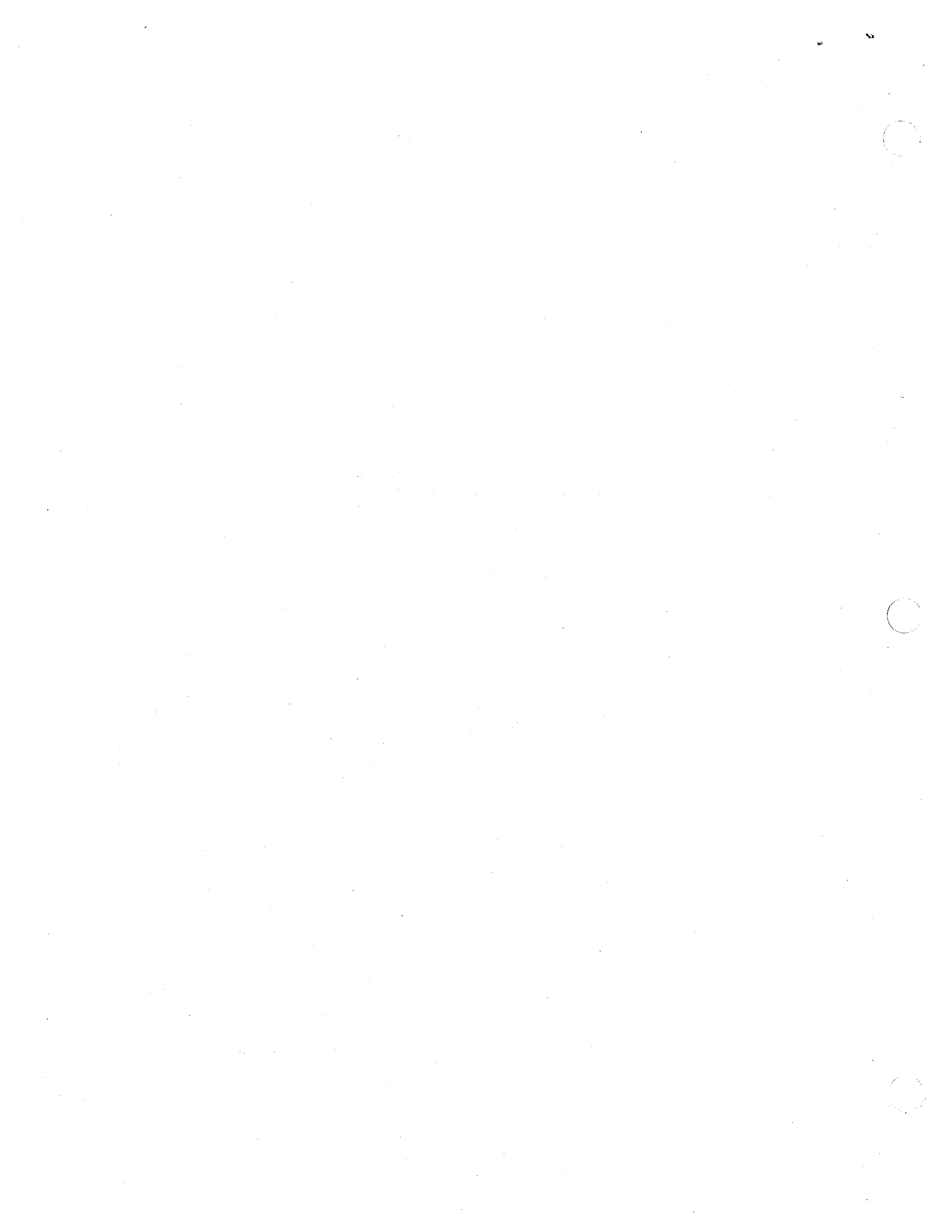
RE: FMS ID: MED-608
E-PIN: 85015B0033001
DDC PIN: 8502013WM0012C
Water Main Connection at Washington Square
Park, etc. - Borough of Manhattan
NOTICE OF AWARD

Dear Contractor:

You are hereby awarded the above referenced contract based upon your bid in the amount of \$3,939,669.24 submitted at the bid opening on December 19, 2014. Within ten (10) days of your receipt of this notice of award, you are required to take the actions set forth in Paragraphs (1) through (3) below. For your convenience, attached please find a copy of Schedule A of the General Conditions to the Contract, which sets forth the types and amounts of insurance coverage required for this contract.

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







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

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

Sincerely,

Lorraine Holley
for John Goddard



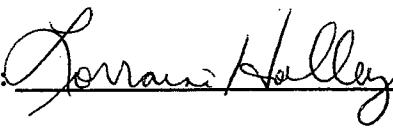


Bid Tab(Revised)

Description	WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK, ETC. - BOROUGH OF MANHATTAN		
Bid Date	12/19/2014	FMS ID	MED-608
Estimated Cost	\$14,602,429.63	Client Agency	DEP
Bid Security	Not less than 2% of Total Bid Price	PLA	No
Time Allowed	540 CCD	Contract Manager	Tia Clarke
Addendum	8	Project Manager	Awad, Nagi
PIN	8502013WM0012C	E-PIN	85015B0033
Selective Bidding	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Consultant	In-House

Bid Rank	Vendor	Bid Amount	Security Type
1	JLJ IV ENTERPRISES INC.	\$8,939,669.24	Bond
2	DIFAZIO INDUSTRIES, INC.	\$11,870,000.00	Bond
3	HALCYON CONSTRUCTION CORP.	*\$12,806,348.00	Bond
4	P & T II CONTRACTING CORP.	*\$13,127,915.70	Bond
5	C.A.C. INDUSTRIES, INC.	\$13,129,908.30	Bond
6	TROCOM CONSTRUCTION CORP	\$13,816,334.73	Bond
7	JR CRUZ CORP.	\$14,370,999.99	Bond
8	TULLY CONSTRUCTION CO. INC.	\$15,032,861.74	Bond
9	LAWS CONSTRUCTION CORP.	\$15,330,000.00	Bond
10	MFM CONTRACTING CORP.	\$15,579,993.08	Bond
11	TRIUMPH CONSTRUCTION CORP.	\$17,088,045.25	Bond

Recorder: Melanie Sanchez ext. 3430

Approver: 

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: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN**

Name of Bidder: JYN Enterprises Inc.

Date of Bid Opening: December 19, 2014

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

Place of Business of Bidder: 213-19 99th Ave QV NY 11429

Bidder's Telephone Number: 718 465 5200 Fax Number: 718 465 5100

Bidder's E-Mail Address: JY@JYN.com

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: James Juliano

30 Andover Ct Plandome Manor NY 11030

Name and Home Address of Secretary: Stephan Licata

1700 Old Salt Road Mattituck NY 11952

Name and Home Address of Treasurer: Raymond Rudolph

101 Wetherill Ave Garden City NY 11530

BID FORM

The above-named Bidder affirms and declares:

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

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

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

6. Compliance Report

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

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

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

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

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

10. 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.

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BID FORM

PROJECT ID: MED608

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)

\$ 8,939,669²⁴

E.C 12/19/14

BIDDER'S SIGNATURE AND AFFIDAVIT

Bidder: JW Enterprises Inc.

By: [Signature]

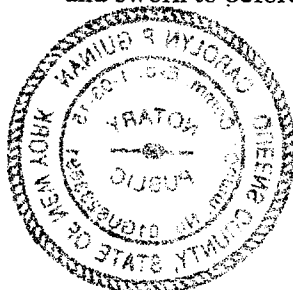
(Signature of Partner or corporate officer)

Stephen Licata

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 Queens ss:

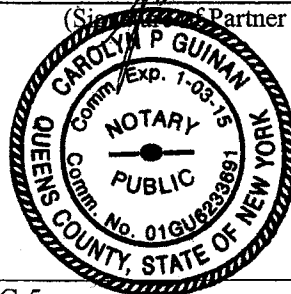
Stephen Licata being duly sworn says:

I am the Secretary of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at Matthuck Blv
I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of Partner who signed the Bid)

Subscribed and sworn to before me this
16th day of December, 2014

Carolyn Guinan
Notary Public



AFFIRMATION

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: JUN Enterprises Inc.
Address: 213-19 99th Ave
City Queens Village State NY Zip Code 11429

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

113630755

By: [Signature]
Signature

Title: Secretary

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.

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10/28/2014
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Ver 5.00.01



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

Contract PIN 8502013MM0012C
Project ID MED608

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 several classes of work 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 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
 - (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 - 60

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 2:44PM
 BID PAGES



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

Contract PIN 8502013MM0012C
 Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.02 AF-R (001)	3,800.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	\$ 16	00	\$ 6,0800	00
4.02 AG (002)	8,000.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ 15	00	\$ 120,000	00
4.02 CA (003)	2,404.0 TONS	BINDER MIXTURE	\$ 55	00	\$ 132,220	00
4.04 BP (004)	52.0 C.Y.	CONCRETE BASE FOR PAVERS, 4" TO 7" THICK, CLASS B-32	\$ 175	00	\$ 9100	00

10/28/2014
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NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502013MM0012C
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.04 H (005)	185.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ 90	⁰⁰	\$ 16,650	⁰⁰
4.04 HD (006)	1,980.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)	\$ 120	⁰⁰	\$ 237,600	⁰⁰
4.07 BA (007)	201.0 L.F.	RESET GRANITE CURB	\$ 25	⁰⁰	\$ 5,025	⁰⁰
4.07 CB (008)	143.0 L.F.	NEW GRANITE CURB, STRAIGHT	\$ 75	⁰⁰	\$ 10,725	⁰⁰

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			DOLLARS	CTS	DOLLARS	CTS
4.07 CC (009)	28.0 L.F.	NEW GRANITE CURB, CORNER	\$ 110	⁰⁰	\$ 3080	⁰⁰
4.09 AE (010)	470.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$ 30	⁰⁰	\$ 14100	⁰⁰
4.09 CE (011)	120.0 L.F.	CORNER STEEL FACED CONCRETE CURB (21" DEEP)	\$ 50	⁰⁰	\$ 6,000	⁰⁰
4.13 AAS (012)	1,160.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$ 5	⁰⁰	\$ 5800	⁰⁰

10/28/2014
2:44PM
BID PAGES



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

Contract PIN 8502013WMM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4		COL. 5	
			UNIT PRICES (IN FIGURES)	DOLLARS	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS
4.13 ABS (013)	120.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED)	8 ⁰⁰	\$	960 ⁰⁰	\$
4.13 BAS (014)	800.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	9 ⁰⁰	\$	7200 ⁰⁰	\$
4.13 BBS (015)	306.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED)	10 ⁰⁰	\$	3060 ⁰⁰	\$
4.13 DE (016)	246.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	10 ⁰⁰	\$	2460 ⁰⁰	\$

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.14 W (017)	220.0 LBS.	WEIDED STEEL WIRE FABRIC	\$ 0	25/100	\$ 55	00
4.16 STUMP (018)	1.0 UNITS	STUMP REMOVAL	\$ 1	00	\$ 1	00
4.18 A (019)	30.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ 1	00	\$ 30	00
4.18 B (020)	12.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ 1	00	\$ 12	00

10/28/2014
2:44PM
BID PAGES



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			UNIT PRICES (IN FIGURES)	CTS	EXTENDED AMOUNTS (IN FIGURES)	CTS
			DOLLARS	CTS	DOLLARS	CTS
4.18 C (021)	8.0 EACH	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	\$ 1	00	\$ 8	00
4.18 D (022)	8.0 EACH	MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	\$ 1	00	\$ 8	00
4.21 (023)	370.0 P/HR	TREE CONSULTANT	\$ 65	00	\$ 24,050	00
50.31CC15 (024)	40.0 L.F.	15" E.S.V.P. COMBINED SEWER, ON CONCRETE CRADLE	\$ 275	00	\$ 11,000	00

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			DOLLARS	CTS	DOLLARS	CTS
50.71C28E42 (025)	82.0 L.F.	RECONSTRUCTION OF EXISTING 28"W X 42"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	\$ 350	00	\$ 28700	00
51.21L00000E (026)	1.0 EACH	SPECIAL MANHOLE ON EXISTING SEWER	\$ 10,000	00	\$ 10,000	00
51.21S0A1000V (027)	1.0 EACH	STANDARD MANHOLE TYPE A-1	\$ 5,000	00	\$ 5,000	00
51.23RF (028)	2.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ 1	00	\$ 2	00

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			DOLLARS	CTS	DOLLARS	CTS
51.41S001 (029)	14.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ 4000	00	\$ 56,000	00
51.41S002 (030)	1.0 EACH	STANDARD CATCH BASIN, TYPE 2	\$ 4000	00	\$ 4,000	00
51.42B1W (031)	9.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ 500	00	\$ 4,500	00
52.11D12 (032)	350.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ 65	00	\$ 22,750	00

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			DOLLARS	CTS	DOLLARS	CTS
52.41C06R (033)	60.0 L.F.	6" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 1	00	\$ 60	00
52.41C08R (034)	60.0 L.F.	8" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$ 1	00	\$ 60	00
53.11DR (035)	200.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$ 15	00	\$ 3000	00
54.12CS (036)	30.0 C.Y.	CLEANING OF DRAINAGE STRUCTURES	\$ 1	00	\$ 30	00

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			DOLLARS	CTS	DOLLARS	CTS
55.11AB (037)	9.0 EACH	ABANDONING BASINS AND INLETS	\$ 1	00	\$ 9	00
6.02 AAN (038)	3,340.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ 45	00	\$ 150,300	00
6.02 XSGW (039)	15.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ 75	00	\$ 1,125	00
6.04 BA (040)	130.0 EACH	GRANITE BLOCK CLEANED	\$ 1	00	\$ 130	00

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			DOLLARS	CTS	DOLLARS	CTS
6.04 BB (041)	735.0 EACH	FURNISH NEW GRANITE BLOCK PAVERS	1	00	735	00
6.04 BC (042)	34.0 S.Y.	INSTALL GRANITE BLOCK PAVEMENT (NEW OR CLEANED EXISTING)	125	00	4250	00
6.07 AA (043)	340.0 S.F.	EXISTING BLUESTONE FLAGS RELAID	25	00	8500	00
6.25 RS (044)	920.0 S.F.	TEMPORARY SIGNS	5	00	4600	00

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			DOLLARS	CTS	DOLLARS	CTS
6.26 (045)	5,135.0 L.F.	TIMBER CURB	\$ 5	00	\$ 25,675	00
6.28 AA (046)	4,120.0 L.F.	LIGHTED TIMBER BARRICADES	\$ 5	00	\$ 20,600	00
6.28 ME (047)	4,120.0 L.F.	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS	\$ 8	00	\$ 32,960	00
6.34 ACTP (048)	3,420.0 L.F.	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	\$ 12	00	\$ 41,040	00

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			DOLLARS	CTS	DOLLARS	CTS
6.40 D (049)	24.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE D)	\$ 7000	00	\$ 252,000	00
6.44 (050)	15,000.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ 0	$\frac{30}{100}$	\$ 4500	00
6.49 (051)	7,500.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ 0	$\frac{10}{100}$	\$ 750	00
6.52 CG (052)	3,000.0 P/HR	CROSSING GUARD	\$ 55	00	\$ 165,000	00

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			DOLLARS	CTS	DOLLARS	CTS
6.53 (053)	7,500.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$ 0	$\frac{10}{100}$	\$ 750	00
6.60 A (054)	28.0 S.Y.	ASPHALT BLOCK PAVERS REPAID	\$ 90	00	\$ 2520	00
6.60 B (055)	28.0 S.Y.	FURNISH AND INSTALL ASPHALT BLOCK PAVERS	\$ 150	00	\$ 4200	00
6.67 (056)	11.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$ 35	00	\$ 385	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
6.85 A (057)	1.0 F.S.	TRAFFIC ENFORCEMENT AGENTS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 1,024,122.24	1,024,122.24		1,024,122.24	
6.87 (058)	7,050.0 EACH	PLASTIC BARRELS	5	00	35,250	00
60.11R520 (059)	1,955.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	165	00	322,575	00
60.11R536 (060)	100.0 L.F.	FURNISHING AND DELIVERING 36-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	375	00	37,500	00

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			UNIT PRICES (IN FIGURES)	DOLLARS	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS
60.11R548 (061)	15.0 L.F.	FURNISHING AND DELIVERING 48-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	650	00	9750	00
60.11R606 (062)	350.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	42	00	14700	00
60.11R612 (063)	1,504.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	90	00	135360	00
60.12D06 (064)	440.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	45	00	19800	00

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			DOLLARS	CTS	DOLLARS	CTS
60.12D12 (065)	1,577.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 52	00	\$ 82,004	00
60.12D20 (066)	2,118.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 80	00	\$ 169,440	00
60.12D36 (067)	115.0 L.F.	LAYING 36-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 225	00	\$ 25,875	00
60.12D48 (068)	20.0 L.F.	LAYING 48-INCH DUCTILE IRON PIPE AND FITTINGS	\$ 750	00	\$ 15,000	00

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			DOLLARS	CTS	DOLLARS	CTS
60.13M0A24 (069)	23.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	1000	00	23000	00
60.13M5R36 (070)	1.0 EACH	FURNISHING AND DELIVERING 36-INCH DUCTILE IRON MECHANICAL JOINT REDUCERS (CLASS 55)	7500	00	7500	00
60.13M5S36 (071)	2.0 EACH	FURNISHING AND DELIVERING 36-INCH DUCTILE IRON MECHANICAL JOINT SLEEVES (CLASS 55)	8500	00	17000	00
60.13M5S48 (072)	1.0 EACH	FURNISHING AND DELIVERING 48-INCH DUCTILE IRON MECHANICAL JOINT SLEEVES (CLASS 55)	11000	00	11000	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
60.18BJC20EL (073)	13.0 EACH	FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	1	00	13	00
60.21SP3T36 (074)	250.0 L.F.	FURNISHING, DELIVERING AND LAYING 36-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	1,000	00	250,000	00
60.21SP4T48 (075)	1,850.0 L.F.	FURNISHING, DELIVERING AND LAYING 48-INCH STRAIGHT STEEL PIPE, 1/2-INCH WALL THICKNESS	1,000	00	1,850,000	00
60.22BR3T36 (076)	20.0 L.F.	FURNISHING, DELIVERING AND LAYING 36-INCH STEEL BENDS AND REDUCERS, 3/8-INCH WALL THICKNESS	2,600	00	52,000	00

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			DOLLARS	CTS	DOLLARS	CTS
60.22BR4T48 (077)	110.0 L.F.	FURNISHING, DELIVERING AND LAYING 48-INCH STEEL BENDS AND REDUCERS, 1/2-INCH WALL THICKNESS	\$ 2750	00	\$ 302,500	00
60.23ST48T48 (078)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH X 48-INCH STEEL TEE	\$ 45000	00	\$ 45000	00
60.25PSO (079)	6,000.0 LBS.	FURNISHING, DELIVERING AND INSTALLING PLATE STEEL OUTLETS ON STEEL PIPE, ACCESS MANHOLE OUTLETS WITH COVERS, AND NUTS AND BOLTS COMPLETE	\$ 18	00	\$ 108,000	00
60.27RSC36 (080)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING 36-INCH DIAMETER BOLTED, SPLIT SLEEVE-TYPE RESTRAINED COUPLING	\$ 12,500	00	\$ 12,500	00

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			DOLLARS	CTS	DOLLARS	CTS
60.27RSC48 (081)	2.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH DIAMETER BOLTED, SPLIT SLEEVE-TYPE RESTRAINED COUPLING	\$ 22,000	00	\$ 44,000	00
60.29CP (082)	1.0 L.S.	FURNISHING, INSTALLING AND TESTING CORROSION CONTROL AND/OR CATHODIC PROTECTION SYSTEM	\$ 50,000	00	\$ 50,000	00
61.11DEM06 (083)	7.0 EACH	FURNISHING AND DELIVERING 6-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$ 1,150	00	\$ 9,050	00
61.11DEM20 (084)	3.0 EACH	FURNISHING AND DELIVERING 20-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$ 20,000	00	\$ 60,000	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
61.11DMM06 (085)	14.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1025	00	\$ 14,350	00
61.11DMM12 (086)	11.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 3000	00	\$ 33,000	00
61.11DMM20 (087)	9.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 18,000	00	\$ 162,000	00
61.11TWC03 (088)	4.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 695	00	\$ 2,780	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
61.11TWC04 (089)	4.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	756	00	3024	00
61.11TWC06 (090)	4.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	895	00	3580	00
61.11TWC08 (091)	4.0 EACH	FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	1350	00	5400	00
61.11TWC12 (092)	2.0 EACH	FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	2,500	00	5,000	00

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			DOLLARS	CENTS	DOLLARS	CENTS
61.12DFM06 (093)	7.0 EACH	SETTING 6-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$ 100	00	\$ 700	00
61.12DEM20 (094)	3.0 EACH	SETTING 20-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$ 100	00	\$ 300	00
61.12DMM06 (095)	14.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 100	00	\$ 1400	00
61.12DMML2 (096)	11.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 100	00	\$ 1100	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
61.12DMM20 (097)	9.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 100	00	\$ 900	00
61.12TWC03 (098)	4.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 100	00	\$ 400	00
61.12TWC04 (099)	4.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 100	00	\$ 400	00
61.12TWC06 (100)	4.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 100	00	\$ 400	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
61.12TWC08 (101)	4.0 EACH	SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	100	00	400	00
61.12TWC12 (102)	2.0 EACH	SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	100	00	200	00
61.21BVB36 (103)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING 36-INCH BUTTERFLY VALVE WITH BY-PASS ARRANGEMENT AND OUTLET, COMPLETE	69,000	00	69,000	00
61.21BVB48 (104)	2.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH BUTTERFLY VALVE WITH BY-PASS ARRANGEMENT AND OUTLET, COMPLETE	89,000	00	178,000	00

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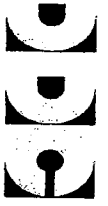


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			DOLLARS	CTS	DOLLARS	CTS
62.11SD (105)	5.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ 3000	00	\$ 15,000	00
62.11SS (106)	14.0 EACH	FURNISHING AND DELIVERING HYDRANTS - SMITH TYPE (S-2-LP)	\$ 3000	00	\$ 42,000	00
62.12SG (107)	19.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ 1	00	\$ 19	00
62.13RH (108)	18.0 EACH	REMOVING HYDRANTS	\$ 1	00	\$ 18	00

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			DOLLARS	CTS	DOLLARS	CTS
62.14FD (109)	28.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS WITH DECORATIVE CAPS (BLACK)	\$ 250	00	\$ 7,000	00
62.14FS (110)	10.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ 250	00	\$ 2,500	00
63.11MH (111)	6.0 TONS	FURNISHING, DELIVERING AND INSTALLING 36-INCH CAST IRON MANHOLE HEADS AND COVERS	\$ 1	00	\$ 6	00
63.11MS (112)	150.0 EACH	FURNISHING, DELIVERING AND INSTALLING MANHOLE STEPS TYPE PS2-PF	\$ 1	00	\$ 150	00

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			DOLLARS	CTS	DOLLARS	CTS
63.11VC (113)	32.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ 250	00	\$ 8,000	00
64.11EL (114)	18.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ 100	00	\$ 1,800	00
64.11ST (115)	18.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ 100	00	\$ 1,800	00
64.12COEG (116)	80.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 1	00	\$ 80	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
64.12COLF (117)	80.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 1	00	\$ 80	00
64.12ESEG (118)	80.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ 1	00	\$ 80	00
64.12ESLF (119)	80.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ 1	00	\$ 80	00
64.13WC12 (120)	4.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 1,500	00	\$ 6,000	00

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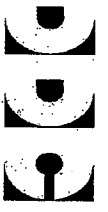


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			DOLLARS	CTS	DOLLARS	CTS
64.13WC20 (121)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ 2600	00	\$ 2600	00
65.11BR (122)	6,000.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$ 0	10/100	\$ 600	00
65.21PS (123)	1,930.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE	\$ 0	50/100	\$ 965	00
Unit price bid shall not be less than: \$ 0.50						
65.31FF (124)	72,800.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC	\$ 0	10/100	\$ 7280	00
Unit price bid shall not be less than: \$ 0.10						

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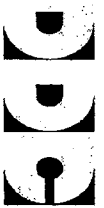
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			DOLLARS	CTS	DOLLARS	CTS
65.41PS06 (125)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING 6-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ 600	00	\$ 3,600	00
65.41PS20 (126)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING 20-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ 1,000	00	\$ 6,000	00
65.41PS36 (127)	4.0 EACH	FURNISHING, DELIVERING AND INSTALLING 36-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ 2,300	00	\$ 9,200	00

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			DOLLARS	CTS	DOLLARS	CTS
65.41PS48 (128)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ 3700	00	\$ 21,000	00
65.51PC (129)	280.0 C.Y.	FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	\$ 800	00	\$ 224,000	00
65.61SS (130)	38,000.0 LBS.	FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	\$ 2	00	\$ 76,000 SPL 76,000	00
65.71SG (131)	600.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ 40	00	\$ 24,000	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
7.13 B (132)	18.0 MONTH	MAINTENANCE OF SITE	\$ 12,000	00	\$ 360,000	00
7.36 (133)	7,600.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$ 5	00	\$ 38,000	00
7.88 AA (134)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING	\$ 5,400	00	\$ 5,400	00
7.88 AB (135)	200.0 EACH	RODENT BAIT STATIONS	\$ 60	00	\$ 12,000	00

Unit price bid shall not be less than: \$ 60.00

Unit price bid shall not be less than: \$ 5,400.00

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			DOLLARS	CTS	DOLLARS	CTS
7.88 AC (136)	960.0 EACH	BAITING OF RODENT BAIT STATIONS	\$ 9	25/100	\$ 8880	00
		Unit price bid shall not be less than: \$ 9.25				
7.88 AD (137)	100.0 BLOCK	WATERBUG BAIT APPLICATIONS	\$ 65	00	\$ 6580	00
		Unit price bid shall not be less than: \$ 65.00				
70.21DK (138)	2,130.0 S.Y.	DECKING	\$ 10	00	\$ 21300	00
70.31FN (139)	13,500.0 L.F.	FENCING	\$ 2	00	\$ 27000	00
		Unit price bid shall not be less than: \$ 2.00				

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			DOLLARS	CTS	DOLLARS	CTS
70.51EO (140)	61.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT	\$ 75	00	\$ 4575	00
		Unit price bid shall not be less than: \$ 75.00				
70.61RE (141)	61.0 C.Y.	ROCK EXCAVATION	\$ 250	00	\$ 15,250	00
70.81CB (142)	1,882.0 C.Y.	CLEAN BACKFILL	\$ 15	00	\$ 28,230	00
		Unit price bid shall not be less than: \$ 15.00				
70.91SW12 (143)	2,570.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ 0	20/100	\$ 514	00

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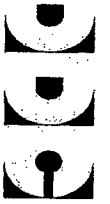


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			DOLLARS	CTS	DOLLARS	CTS
70. 91SW20 (144)	23,500.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ 0	$\frac{20}{100}$	\$ 4700	00
72. 11HF (145)	500.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ 50	00	\$ 25,000	00
73. 11AB (146)	20.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ 62	$\frac{50}{100}$	\$ 1250	00
73. 21AC (147)	80.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ 62	50	\$ 5000	00

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			DOLLARS	CTS	DOLLARS	CTS
73.31AE0 (148)	410.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS)	\$ 20	00	\$ 8200	00
73.41AG (149)	206.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL	\$ 15	00	\$ 3090	00
73.51AS (150)	450.0 LBS.	ADDITIONAL STEEL REINFORCING BARS	\$ 1	00	\$ 450	00
75.11RT (151)	96.0 L.F.	REMOVAL OF ABANDONED TRACKS	\$ 30	00	\$ 2880	00

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			DOLLARS	CTS	DOLLARS	CTS
8.01 C1 (152)	6,000.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ 10	00	\$ 60,000	00
8.01 C2 (153)	12.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$ 1,200	00	\$ 14,400	00
8.01 H (154)	150.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$ 50	00	\$ 7,500	00
8.01 S (155)	1.0 L.S.	HEALTH AND SAFETY	\$ 30,000	00	\$ 30,000	00

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			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
8.01 W1 (156)	21.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	100	00	2100.	00
8.01 W2 (157)	4.0 SETS	SAMPLING AND TESTING OF CONTAMINATED WATER	600	00	2400.	00
8.02 A (158)	3,400.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	3	00	10200.	00
8.02 B (159)	690.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	5	00	3450.	00

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			DOLLARS	CTS	DOLLARS	CTS
8.08 (160)	2.0 EACH	VARIABLE MESSAGE BOARD	\$ 1000	00	\$ 2000	00
9.06 HW (161)	1.0 F.S.	ALLOWANCE FOR DECORATIVE MESH FABRIC PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 108,000.00	\$ 108,000.00		\$ 108,000.00	
9.99 (162)	2.0 EACH	FLASHING ARROW BOARD	\$ 1000	00	\$ 2000	00
HW-908 (163)	1.0 F.S.	ALLOWANCE FOR EXTRA WORK DUE TO ARCHAEOLOGICAL DISCOVERIES PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$ 50,000.00		\$ 50,000.00	

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			DOLLARS	CTS	DOLLARS	CTS
HW-908-ME (164)	1.0 F.S.	ALLOWANCE FOR EXTRA WORK DUE TO OFFICE OF THE MEDICAL EXAMINER DISCOVERIES PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 100,000.00	\$ 100,000.00		\$ 100,000.00	
SL-20.02.02 (165)	14.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$ 950	00	\$ 13,300.	00
SL-21.03.02 (166)	14.0 EACH	FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE	\$ 1750	00	\$ 24,500.	00
SL-21.09.05 (167)	14.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$ 380	00	\$ 5,320.	00

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			DOLLARS	CTS	DOLLARS	CTS
SL-21.09.08 (168)	1.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$ 300	00	\$ 300	00
SL-22.03.18 (169)	16.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	\$ 325	00	\$ 5200	00
SL-22.08.01A (170)	6.0 EACH	INSTALL NON-STANDARD DPR FLOODLIGHT, TROUGH (BRACKET)	\$ 800	00	\$ 4800	00
SL-22.08.02 (171)	6.0 EACH	FURNISH AND INSTALL 150 WATT HIGH PRESSURE SODIUM FLOODLIGHT FOR 100 VOLT LAMP	\$ 750	00	\$ 4500	00

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			DOLLARS	CTS	DOLLARS	CTS
SL-22.09.04A (172)	6.0 EACH	REMOVE NON-STANDARD DPR FLOODLIGHT, TROUGH (BRACKET)	\$ 500	00	\$ 3000	00
SL-24.02.02 (173)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 FT. ARM ON LAMPPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	\$ 600	00	\$ 1200	00
SL-24.02.08 (174)	2.0 EACH	FURNISH AND INSTALL TROUGH FOR TWO FLOODLIGHTS OR TWO PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5170	\$ 500	00	\$ 1000	00
SL-24.02.16 (175)	1.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGS H-5159 OR H-5255.	\$ 550	00	\$ 550	00

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SL-26.01.01 (176)	15.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ 60	00	\$ 900	00
SL-26.06.02 (177)	3.0 EACH	FURNISH AND INSTALL LED FIRE ALARM LUMINAIRES.	\$ 190	00	\$ 570	00
SL-29.01.01 (178)	15.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ 950	00	\$ 14250	00
SL-31.01.06 (179)	14.0 EACH	PAINT A STANDARD STREET LIGHT LAMPPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH.	\$ 750	00	\$ 10500	00

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			DOLLARS	CTS	DOLLARS	CTS
SL-33.02.02 (180)	4,000.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$ 12	00	\$ 48,000	00
T-1.1 (181)	1.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$ 1100	00	\$ 1100	00
T-1.18 (182)	1.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$ 100	00	\$ 100	00
T-1.20 (183)	1.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$ 100	00	\$ 100	00

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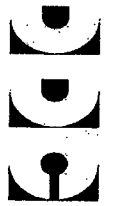


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			DOLLARS	CTS	DOLLARS	CTS
T-1.29 (184)	1.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ 870	00	\$ 870	00
T-1.3 (185)	1.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ 1025	00	\$ 1025	00
T-2.1 (186)	1.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ 250	00	\$ 250	00
T-2.16 (187)	1.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ 790	00	\$ 790	00

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			DOLLARS	CTS	DOLLARS	CTS
T-2.22 (188)	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ 340	00	\$ 340	00
T-2.24 (189)	1.0 EACH	REMOVE TYPE "M" SERIES POST	\$ 800	00	\$ 800	00
T-2.4 (190)	1.0 EACH	INSTALL TYPE "M-2" POST	\$ 950	00	\$ 950	00
T-20020 (191)	3.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ 14	00	\$ 42	00

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-202220 (192)	4.0 EACH	C) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	43	00	172	00
T-3.1 (193)	3.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	235	04	705	00
T-3.18 (194)	2.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	190	00	380	00
T-3.21 (195)	2.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	250	00	500	00

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BID PAGES



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

Contract PIN 8502013MM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-3.6 (196)	2.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ 280	00	\$ 560	00
T-5.1 (197)	40.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ 30	00	\$ 1,200	00
T-5.2 (198)	170.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ 30	00	\$ 5,100	00
T-5.32 (199)	170.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ 50	00	\$ 8,500	00

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

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4		COL. 5	
			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
T-6.1 (200)	100.0 L.F.	INSTALL CABLE (INCLUDES OVERHEAD)	6	00	600	00
T-6.10 (201)	1,000.0 L.F.	REMOVE CABLE (INCLUDES OVERHEAD)	4	00	4000	00
T-6.2 (202)	1,000.0 L.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	6	00	6000	00
T-60000B (203)	1,000.0 L.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	1	75	1750	00

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

Contract PIN 8502013WM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-60040 (204)	600.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ 1	$\frac{75}{100}$	\$ 1,050	00
T-60190 (205)	1,000.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ 1	$\frac{75}{100}$	\$ 1,750	00
T-8.8 (206)	1.0 EACH	INSTALL CONCRETE PYLON	\$ 1,000	00	\$ 1,000	00
T-8.9 (207)	1.0 EACH	REMOVE CONCRETE PYLON	\$ 550	00	\$ 550	00

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502013MM0012C
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
T-81000 (208)	1.0 EACH	FURNISH CONCRETE Pylon	\$ 500	00	\$ 500	00
UTL-6.01.1 (209)	2.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,040.00	\$ 1040	00	\$ 2080	00
UTL-6.01.11 (210)	2.0 EACH	GAS MAIN CROSSING WATER MAIN 36" THRU 42" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 685.00	\$ 685	00	\$ 1370	00
UTL-6.01.12 (211)	4.0 EACH	GAS MAIN CROSSING WATER MAIN 48" THRU 54" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 810.00	\$ 810	00	\$ 3240	00

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DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4		COL. 5	
			UNIT PRICES (IN FIGURES) DOLLARS	CTS	EXTENDED AMOUNTS (IN FIGURES) DOLLARS	CTS
UTL-6.01.8 (212)	21.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	\$ 465	00	\$ 9765	00
UTL-6.01.9 (213)	16.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$ 485	00	\$ 7760	00
UTL-6.02 (214)	5.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00	\$ 715	00	\$ 3575	00
UTL-6.03 (215)	1,000.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$ 15	00	\$ 15,000	00

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BID PAGES

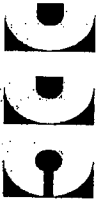


NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURE - BUREAU OF DESIGN

Contract PIN 8502013MM0012C
Project ID MED608

ITEM NUMBER (SEQUENCE NO.)	COL. 1 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 2 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.03.1A (216)	400.0 I.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (S6.03)	\$ 25	00	\$ 10,000.	00
		Unit price bid shall not be less than: \$ 25.00				
UTL-6.04 (217)	5.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (S6.04)	\$ 35	00	\$ 175	00
		Unit price bid shall not be less than: \$ 35.00				
UTL-6.05 (218)	15.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (S6.05)	\$ 65	00	\$ 975	00
		Unit price bid shall not be less than: \$ 65.00				
UTL-6.06 (219)	800.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (S6.06)	\$ 180	00	\$ 144,000.	00
		Unit price bid shall not be less than: \$ 180.00				

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

Contract PIN 8502013MM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
UTL-6.07 (220)	100.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07)	\$ 100	00	\$ 10,000	00
UTL-6.08A (221)	1.0 EACH	PIER AND/OR PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAIN WITH LESS THAN 24" COVER (S6.08A)	\$ 10,000	00	\$ 10,000	00
UTL-6.09 (222)	1,090.0 C.Y.	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS. Unit price bid shall not be less than: \$ 190.00	\$ 230	00	\$ 250,700	00
UTL-GCS-2WS (223)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$ 50,000.00		\$ 50,000.00	

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BID PAGES



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

Contract PIN 8502013MM0012C
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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4		COL. 5		
			UNIT PRICES (IN FIGURES)	DOLLARS	EXTENDED AMOUNTS (IN FIGURES)	DOLLARS	
				DOLLARS		CTS	
SUB-TOTAL:							
6.39 A	1.0	MOBILIZATION					
(224)		PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.					
TOTAL BID PRICE:							
					\$ 8,939,669	24	

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.

Tax ID #: 11-3630755

APT E-
PIN #: 85015B0033

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 # 85015B0033 FMS Project ID#: MED-608

Project Title/ Agency PIN # WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK/8502013WM0012C

Bid/Proposal Response Date DECEMBER 9, 2014

Contracting Agency Department of Design and Construction

Agency Address 30-30 Thomson Avenue City Long Island City State NY Zip Code 11101

Contact Person Monika Beci Title MWBE Liaison & Compliance Analyst

Telephone # (718) 391-1128 Email BeciMo@ddc.nyc.gov

Project Description (attach additional pages if necessary)

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK

INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

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

M/WBE Participation Goals for Services

Enter the percentage amount for each group or in 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>10%</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	10% Line 1

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

Tax ID #: 11-3630755

APT E-
PIN #: 85015B0033

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>11-3630755</u>	FMS Vendor ID #	
Business Name	<u>JUN Enterprises Inc.</u>	Contact Person	<u>Stephen Licata</u>
Address	<u>213-4999th AVE QV NU 11429</u>		
Telephone #	<u>7184655800</u>	Email	<u>jlj@jlyn.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. 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 \$	X	Agency Total Participation Goals (Line 1, Page 13) =	Calculated M/WBE Participation Amount \$ 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. 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 \$ <u>8,939,669²⁴</u>	X	Adjusted Participation Goal (From Partial Waiver) <u>6%</u>	Calculated M/WBE Participation Amount \$ <u>536,380¹⁵</u> = Line 3

Tax ID #: 11-31030755

APT E-
PIN #: 85015B0033

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? % 11

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. Asphalt PAVING - \$545,000 (M) MBE
- 2. Landscaping (Maintenance) - \$17,000
- 3. LINE / TRAFFIC SIGNING - \$28,000
- 4. RODENT CONTROL - \$32,000
- 5. ENVIRONMENTAL REMEDIATION - \$240,000
- 6. TRAFFIC / STREET LIGHTING - \$210,000
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____

✓ Scopes of Subcontract Work

Tax ID #: 11-3630755

APT. E-
PIN #: 85015B0033

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 [Handwritten Signature]

Date 12/16/14

Print Name Stephen Licata

Title Controller

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

Contract Overview

Tax ID # 11-363 0755 FMS Vendor ID # _____
 Business Name ILT IV ENTERPRISES, INC.
 Contact Name MICHAEL F. CERVALI Telephone # 718-465-5600 Email mcervali@iltiv.com
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date 12/2/14
 APT E-PIN # (for this procurement) YS02013140012C Contracting Agency NYCDDC

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

10 % Agency M/WBE Participation Goal

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

5 % 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.	AGENCY	DATE COMPLETED
<u>MED 595</u>	<u>NYCDDC</u>	<u>11/2012</u>
Total Contract Amount <u>\$10,784,669</u>	Total Amount Subcontracted <u>\$ 695,815</u>	
Item of Work Subcontracted and Value of subcontract <u>ASST. PM - \$370K</u>	Item of Work Subcontracted and Value of subcontract <u>TRAINING/SUPPLIES - \$53K</u>	Item of Work Subcontracted and Value of subcontract _____
<u>LA-5501 - \$27K</u>	<u>WEDM - \$245K</u>	
<u>HWK 973</u>	<u>NYCDDC</u>	<u>12/2009</u>
Total Contract Amount <u>\$785,176</u>	Total Amount Subcontracted <u>\$ 1,094,000</u>	
Item of Work Subcontracted and Value of subcontract <u>ASST. PM - \$470K</u>	Item of Work Subcontracted and Value of subcontract <u>TRAINING/SUPPLIES - \$50K</u>	Item of Work Subcontracted and Value of subcontract _____
<u>LA-5501 - \$52K</u>	<u>SUPPLIES - \$32K</u>	
<u>HWK 1007B</u>	<u>NYCDDC</u>	<u>1/2007</u>
Total Contract Amount <u>\$3,592,162.40</u>	Total Amount Subcontracted <u>\$ 355,000.00</u>	
Item of Work Subcontracted and Value of subcontract _____	Item of Work Subcontracted and Value of subcontract _____	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 submitted in support of this waiver request is true and correct, and that the request is made in good faith.

Signature: [Signature] Date: 11/26/14
 Print Name: MICHAEL F. DEWANE, P.E. Title: PROJECT MANAGER

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: [Signature] Date: 12/9/14
CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: [Signature] Date: 12/12/14

Waiver Determination

Full Waiver Approved:
 Waiver Denied:
 Partial Waiver Approved:
 Revised Participation Goal: 0 %



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 one 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 programs have three years of current, successful experience in providing career opportunities.

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: MED608

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

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.

As evidenced by participation in Apprenticeship
Program pursuant to Union Agreements.

Bidder: JLS W BARTON MUSEY, Inc.

By: Raymond J. Pukolich Title: Treasurer
(Signature of Partner or Corporate Officer)

Date: 12/16/14

Project Overview

Project Name: [Name]

Project Manager: [Name]

Project Start Date: [Date]

Project End Date: [Date]

Project Status: [Status]

Project Budget: [Amount]

Project Location: [Location]

Project Description: [Description]

Project Objectives: [Objectives]

Project Scope: [Scope]

Project Risks: [Risks]

Project Deliverables: [Deliverables]

Project Stakeholders: [Stakeholders]

Project Team: [Team]

Project Sponsor: [Sponsor]

Project Approval: [Approval]

Project Review: [Review]

Project Closure: [Closure]

Project Summary: [Summary]

Project Conclusion: [Conclusion]

Project Appendix: [Appendix]

Project References: [References]



INTERNATIONAL UNION OF OPERATING ENGINEERS
AFFILIATED WITH THE A.F.L.-C.I.O.
LOCAL UNION 14-14B



CHRISTOPHER T. CONFREY
President
WALTER J. McKENNA
Vice-President
JOHN R. POWERS
Rec./Corr. Secretary
HUGH MANLEY
Treasurer
KENNETH KLEMENS, JR.
Financial Secretary

EDWIN L. CHRISTIAN
Business Manager

BUSINESS REPRESENTATIVES
CHRISTOPHER T. CONFREY
JOHN R. POWERS
HUGH MANLEY
KENNETH KLEMENS, JR.

January 5, 2015

To Whom It May Concern:

Kindly allow this letter to confirm that JLJ IV Enterprises, Inc. is signatory to a current collective bargaining agreement with the International Union of Operating Engineers, Local 14-14B, AFL-CIO. The Operating Engineers Local 14-14B Joint Apprenticeship Committee is a registered apprenticeship program recognized by the New York State Department of Labor that has been providing apprentice opportunities for registered apprentices in accordance with the training standards approved by the Department of Labor since May 1, 1994.

In the event that you have any questions, please contact our office.

Very truly yours,

Edwin L. Christian
Business Manager

ELC:pb



LOCAL 1010 APPRENTICESHIP, SKILL IMPROVEMENT AND TRAINING FUND

January 5, 2015

JLJ IV Enterprises
213-19 99th Avenue
Queens Village, NY 11429

To Whom It May Concern:

This will confirm that Local 1010 Apprentice, Skill Improvement and Training Fund to which you contribute, sponsors the Local 1010 Pavers Joint Apprenticeship Committee. The Local 1010 JAC is an Approved Apprenticeship Program by the New York State Department of Labor, registered under Sponsor#12607 and ATP Code 18-514 for Skilled Construction Laborers.

If you have any questions, please feel free to contact me at the Union Hall at 718-886-3310.

Very truly yours,

Francisco Fernandez
JAC Union Trustee
Highway, Road & Street Construction
Laborers' Local 1010

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

Agreement – GCA & Operating Engineers Locals 14-14B & 15-15A
7-1-10 thru 6-30-14

**G.C.A.- HEAVY CONSTRUCTION, EXCAVATION, DOCKBUILDING AND
FOUNDATION WORK, BUILDING FOUNDATION WORK, PAVING AND ROAD
BUILDING WORK, UTILITY WORK, TUNNEL WORK - OPERATING ENGINEERS
LOCALS 14-14B & 15 - 15A**

AGREEMENT

between

**MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK,
INC.**

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

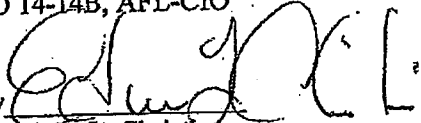
LOCALS 14-14B & 15 - 15A


JULY 1, 2010 - JUNE 30, 2014

Agreement – GCA & Operating Engineers Locals 14-14B & 15-15A
7-1-10 thru 6-30-14


IN WITNESS WHEREOF, the parties hereto have undersigned this Agreement by their duly authorized representatives, the day and year first above-written.


THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCALS
NO 14-14B, AFL-CIO

By 
Edwin L. Christian
President and Business Manager


By 
Christopher T. Confrey
Recording/Corresponding Secretary

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCALS
NO. 15-15A, AFL-CIO

By 
James T. Callahan
President and Business Manager

By 
Brian S. Kelly
Recording/Corresponding Secretary

FOR AND ON BEHALF OF, AND
AUTHORIZED BY, THE MEMBERS
OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK, INC.
AND OTHER EMPLOYERS WHO
HAVE APPOINTED THE GENERAL
CONTRACTORS ASSOCIATION OF
NEW YORK, INC. AS THEIR
COLLECTIVE BARGAINING AGENT,
WHOSE NAMES ARE ATTACHED
HERETO IN EXHIBIT I.

By 
Denise M. Richardson
Managing Director

GENERAL CONTRACTORS ASSOCIATION - CARPENTERS 2011

AGREEMENT

BETWEEN MEMBERS OF

THE GENERAL CONTRACTORS ASSOCIATION

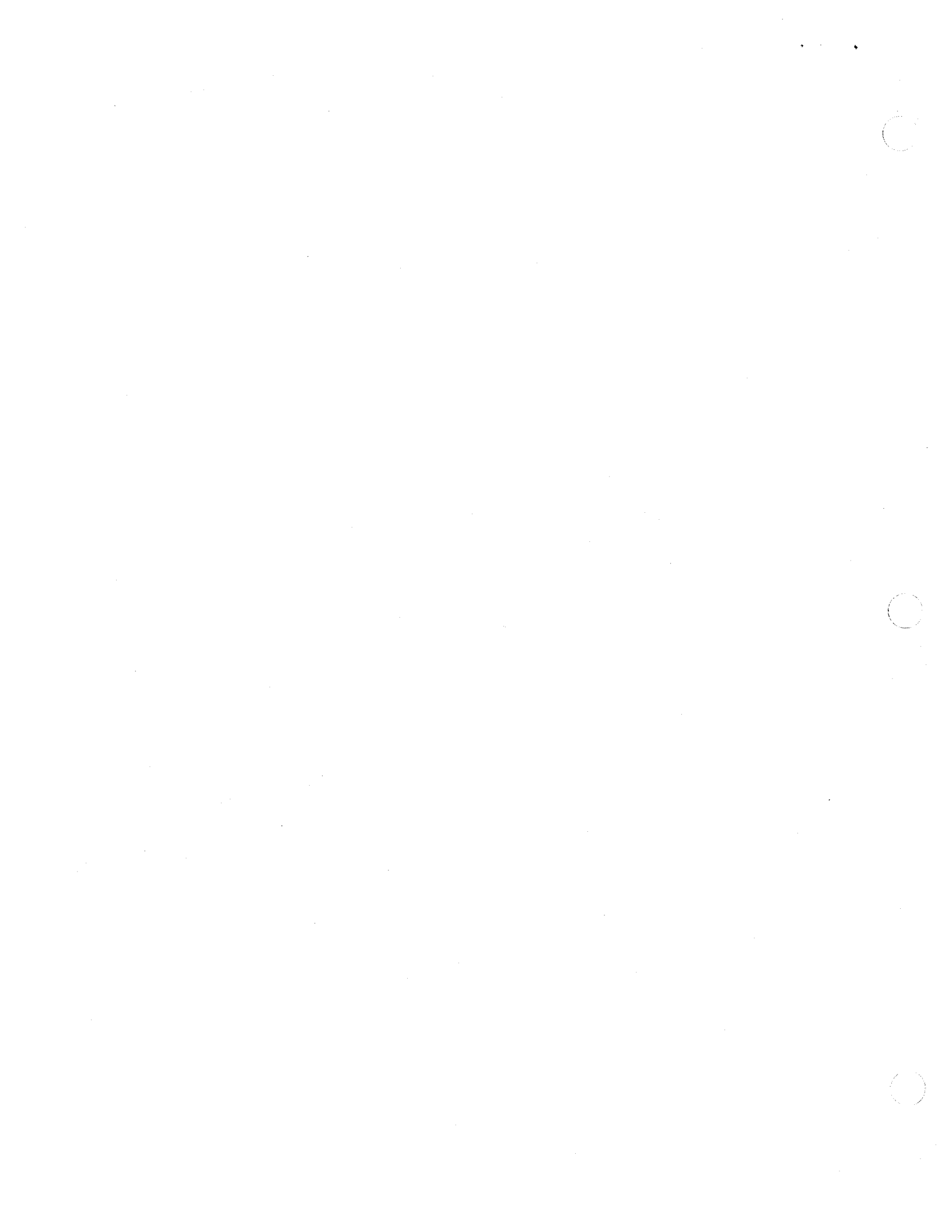
OF NEW YORK, INC.

AND

THE DISTRICT COUNCIL OF CARPENTERS

OF NEW YORK CITY AND VICINITY

JULY 1, 2011 – MAY 31, 2017

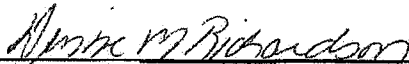


GENERAL CONTRACTORS ASSOCIATION - CARPENTERS - 2011

THE DISTRICT COUNCIL OF
CARPENTERS OF NEW YORK CITY
VICINITY OF THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA,

FOR AND ON BEHALF OF, AND
AUTHORIZED BY THE MEMBERS AND
OF THE GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK, INC.
AND OTHER EMPLOYERS WHO HAVE
APPOINTED THE
GENERAL CONTRACTORS
ASSOCIATION OF NEW YORK, INC. AS
THEIR COLLECTIVE BARGAINING
AGENT, WHOSE NAMES ARE
ATTACHED HERETO IN EXHIBIT I

By 
Authorized Signature
District Council of Carpenters

By 
Managing Director

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: JUN Enterprises Inc.

DDC Project Number: MED608

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	<u>100</u>	<u>100</u>
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. UED608

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>2013</u>	_____	<u>.76</u>
<u>2012</u>	_____	<u>.76</u>
<u>2011</u>	_____	<u>.87</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 (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
<u>2013</u>	<u>250,000</u>	<u>3.76</u>
<u>2012</u>	<u>250,000</u>	<u>1.66</u>
<u>2011</u>	<u>250,000</u>	<u>3.20</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): WED595, HWP2009AK, HWHP2019.

YES NO Accident on previous DDC Project(s).

DDC Project Number(s): WED595, HWP2009AK, HWHP2019.

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: 6/16/14

By: [Signature]
(Signature of Owner, Partner, Corporate Officer)

Title: Secretary

(NO TEXT ON THIS PAGE)

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
NYCDDC MIA 595	water mains	\$ 19,784,000	11/2012		
NYCDDC HP 2009/XX	COULDER ROADS	\$ 3,747,000	3/2014		
NYCDDC HP 2011/0C	CONCRETE ROADS	\$ 3,361,135	6/2014		
NYCDDC HUM 1607W	HP ROADS	\$ 25,000,000	3/2010		
NYCDDC HUM 006	HP ROADS	\$ 4,000,000	12/2009		
NYCDDC HP 973	HP ROADS	\$ 8,000,000	12/2009		
NYCDDC HUM WTC 11 D	HP ROADS	\$ 1,000,000	12/2009		

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
NYCDDC Hudson 2019	Hwy New	\$52,000,000	\$5,750,000	\$22,000,000	6/2016		
NYCDDC MTR 518	WATER CONDUIT	\$23,179,026	\$3,300,000	\$15,000,000	1/2016		
NYCDDC Hudson 2013 AX	LOWVOLT CONDUITS	\$6,543,000	\$327,000	\$5,750,000	10/2015		
NYCDDC Hudson 2003 B	TRUNK CABLE	\$1,579,916	\$84,000 \$1,250,000	\$1,250,000	4/2015		
NYCDDC Hudson 35A	SERVO MOTOR	\$2,574,096	\$175,000	\$2,000,000	6/2016		



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
N/A					

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: JUN Enterprises Inc.
Bidder's Address: 213-19 99th Ave QVNW11429
Bidder's Telephone Number: 7184653200
Bidder's Fax Number: 718465-5100
Date of Bid Opening: 12/19/14
Project ID: HEP608

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: 12/21/14

By: [Signature]
(Signature of Partner or corporate officer)

Print Name: Stephen Licata

(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: Stephen Licata

(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, Stephen Licata, 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: JYN Enterprises Inc.

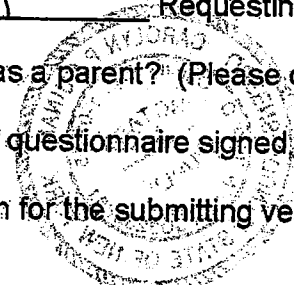
Vendor's Address: 213-19 99th Ave Q1 NY 11429

Vendor's EIN or TIN: 11-3630755 Requesting Agency: WUCDD

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: 9/2/14

Signature date on change submission for the submitting vendor: 9/2/14



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 James Juliano	9/2/14	9/2/14
2 Stephen Licata	9/2/14	9/2/14
3 Raymond Rudolph	9/2/14	9/2/14
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:

Stephen Licata

Name (Print)

Secretary

Title

SYNE Macoszes Inc.

Name of Submitting Entity

Signature

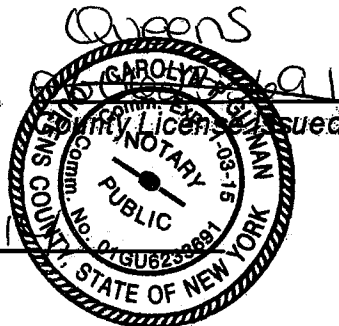
12/16/14

Date

Notarized By:

Carolyn [Signature]

Notary Public



01606233691

License Number

Sworn to before me on: 12/16/14

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, Stephen Licata, 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: JJ Ventures Inc.

Vendor's Address: 2B-19 99th Ave QV NY 11429

Vendor's EIN or TIN: 11-3630755 Requesting Agency: NUCPDC

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: 9/2/14

Signature date on change submission for the submitting vendor: 9/2/14

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 James Juliano	9/2/14	9/2/14
2 Stephen Licata	9/2/14	9/2/14
3 Raymond Rudolph	9/2/14	9/2/14
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:

Stephen Licata

Name (Print)

Secretary

Title

M/V Enterprises Inc.

Name of Submitting Entity

Signature

Date

2/16/14

Notarized By:

Carolyn P. Guinan

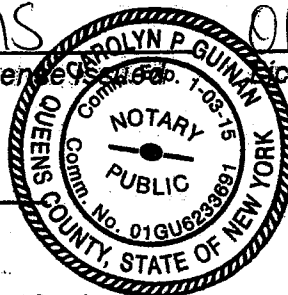
Notary Public

Queens

County License

01606233691

License Number



Sworn to before me on:

Date

2/16/14

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

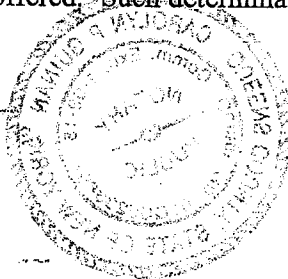
The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged 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:

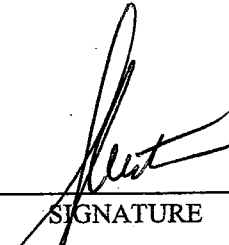
[Please Check One]

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.

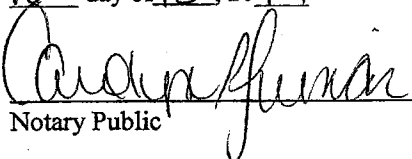
Dated: Queens, New York
December 16, 2014



SIGNATURE
Stephen Licata

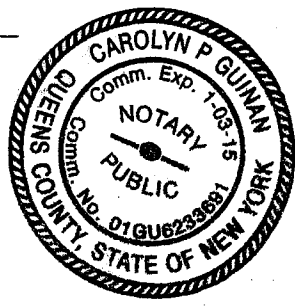
PRINTED NAME
Secretary

TITLE

Sworn to before me this
16th day of 12, 2014


Notary Public

Dated:
12/16/14



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 Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 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 100 731 1536 14 15 29.
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3630755 Employer Identification Number or Federal Tax I.D. jj@jiv.com Email Address
8. JJ Enterprises Inc. Company Name
9. 213-19 09th Ave QV NY 11429. Company Address and Zip Code
10. Amos Juliano Chief Operating Officer 7184655600 Telephone Number
11. Same Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") 7184655600 Telephone Number
12. Same Name of Prime Contractor and Contact Person (If same as Item #8, write "same")

13. Number of employees in your company: 96

14. Contract information:

(a) NUCDDC
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.

- 4 (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)
- 4 (b) Disability, life, other insurance coverage/description
- 5 (c) Employee Policy/Handbook
- 10 (d) Personnel Policy/Manual
- 10 (e) Supervisor's Policy/Manual
- 4 (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered
- 4 (g) Collective bargaining agreement(s).
- 4 (h) Employment Application(s)
- 10 (i) Employee evaluation policy/form(s).
- 4 (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 <input checked="" type="checkbox"/> |
| (b) After a conditional job offer | Yes <input checked="" type="checkbox"/> | No ___ |
| (c) After a job offer | Yes <input checked="" type="checkbox"/> | No ___ |
| (d) Within the first three days on the job | Yes ___ | No <input checked="" type="checkbox"/> |
| (e) To some applicants | Yes ___ | No <input checked="" type="checkbox"/> |
| (f) To all applicants | Yes <input checked="" type="checkbox"/> | No ___ |
| (g) To some employees | Yes ___ | No <input checked="" type="checkbox"/> |
| (h) To all employees | Yes <input checked="" type="checkbox"/> | No ___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.

At our main office, 23-1999th Ave
QV NY 11429

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 <input checked="" type="checkbox"/> |
| (b) After a conditional job offer | Yes ___ | No <input checked="" type="checkbox"/> |
| (c) After a job offer | Yes ___ | No <input checked="" type="checkbox"/> |
| (d) To all applicants | Yes ___ | No <input checked="" type="checkbox"/> |
| (e) Only to some applicants | Yes ___ | No <input checked="" type="checkbox"/> |

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) Stephen Licata 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.

JUNE Enterprises Inc.
Contractor's Name

Stephen Licata Name of person who prepared this Employment Report
Secretary Title

Stephen Licata Name of official authorized to sign on behalf of the contractor
Secretary Title

7184658000
Telephone Number

[Signature] Signature of authorized official
12/16/14 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.

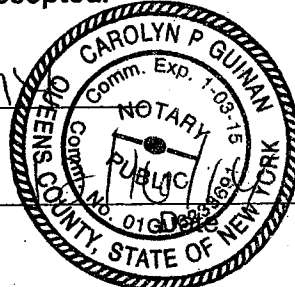
Contractors who fail to comply with the above mentioned requirements or are found to be in noncompliance may be subject to the withholding of final payment.

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 16th day of 12 2014
[Signature]
Notary Public Authorized Signature



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 Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 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 100 731 1536 14 15 29.
6. Are you a Veteran owned company? Yes No

PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION

7. 11-3630755 Employer Identification Number or Federal Tax I.D. jj@jiv.com Email Address
8. JJ Enterprises Inc. Company Name
9. 213-19 09th Ave QV NY 11429. Company Address and Zip Code
10. Amos Juliano Chief Operating Officer 7184655600 Telephone Number
11. Same Designated Equal Opportunity Compliance Officer (If same as Item #10, write "same") 7184655600 Telephone Number
12. Same Name of Prime Contractor and Contact Person (If same as Item #8, write "same")

13. Number of employees in your company: 96

14. Contract information:

(a) NUCDDC 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

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N (e) Supervisor's Policy/Manual

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SIGNATURE PAGE

I, (print name of authorized official signing) Stephen Licata 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.

JUNE Enterprises Inc.
Contractor's Name

Stephen Licata Name of person who prepared this Employment Report
Secretary Title

Stephen Licata Name of official authorized to sign on behalf of the contractor
Secretary Title

7184658600
Telephone Number

[Signature] Signature of authorized official
12/16/14 Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 34, 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.

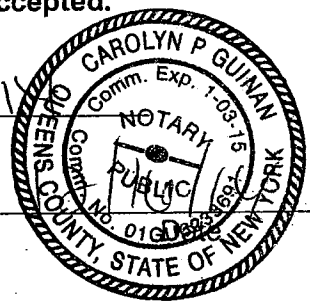
Willful or fraudulent falsifications of any data or information submitted herewith may result in the termination of the contract between the City and the bidder or contractor and in disapproval of future contracts for a period of up to five years. Further, such falsification may result in civil and/or 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 16th day of 12 2014

[Signature]
Notary Public Authorized Signature





#215CY012

Maria Torres-Springer
Commissioner

January 20, 2015

Mr. Stephen Licata
Secretary
JLJ IV Enterprises, Inc.
213-19 99th Avenue
Queens, NY 11429

RE: NYC Department of Design & Construction Contract (**DDC**); PIN No. #8502013WM0012C; Contract No. #MED-608; Water main connection at Washington Square Park, etc.; Borough of Manhattan; Contract Value: \$8,939,669.24; **Continued Certificate of Approval.**

Dear Mr. Licata:

Please be advised that JLJ IV Enterprises, Inc. has already received notice of its approval status for the three (3) year period indicated in the Department of Small Business Services/Division of Labor Services' (DLS') Certificate of Approval dated July 24, 2012 for File # 212CY157.

As your organization continues to meet the equal employment opportunity requirements of the City of New York, DLS approves the awarding of the above-referenced contract. This approval does not extend the initial 3 year approval (July 24, 2012 – July 23, 2015) referred to above.

If you have any questions, please call Mr. Jacques St. Cloud at (212) 513-9233 or by email JSt.Cloud@sbs.nyc.gov.

Very truly yours,

A handwritten signature in black ink, appearing to be "Helen Wilson", written over a horizontal line.

Helen Wilson
Assistant Commissioner
Division of Labor Services

cc: Tia Clarke (DDC)
Jacques St. Cloud
File

BID BOND 1
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, J.L.J. IV Enterprises, Inc.
213-19 99th Avenue, Queens Village , NY 11429

hereinafter referred to as the "Principal", and Liberty Mutual Insurance Company
1200 MacArthur Blvd., Mahwah, NJ 07043

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 AMOUNT BID

(10% Amt 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 _____

Cont. #MED608 - Water Main Connection at Washington Square Park - Including Water Mains, Street Lighting and Traffic Signal Work in the Boro of Manhattan

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 13th day of November, 2014.

(Seal)

J.L.J. IV Enterprises Inc.

(L.S.)

Principal

By: 

(Seal)

Liberty Mutual Insurance Company

Surety

By: 

Robert Kempner, Attorney-in-Fact

1944

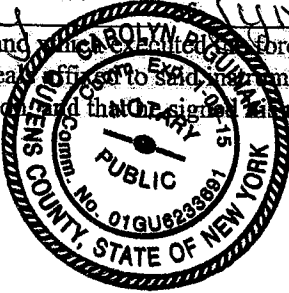
1945

1946

BID BOND 3

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of Queens ss:
On this 16th day of December, 2014, before me personally came
Stephen Licata to me known, who, being by me duly sworn, did depose and say
that he resides at Mathtuck
that he is the Secretary of LYN Enterprises Inc.
the corporation described in and with reference to 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.



[Signature]
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



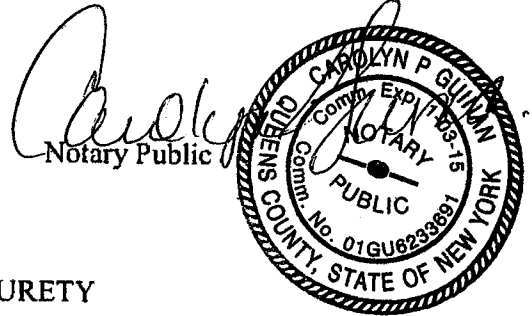
ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF New York

COUNTY OF Queens

SS:

On this 16th day of December, 2014 before me personally came Stemon Licata to me known, who, being by me duly sworn did depose and say that he resides at Waltham that he is the Secretary of JUN Interprises 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 the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



ACKNOWLEDGEMENT OF SURETY

STATE OF New York

COUNTY OF Nassau

SS:

On this 13th day of November, 2014, before me personally came Robert Kempner to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of Liberty Mutual Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed and said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN8004351
Qualified in Suffolk County
Commission Expires March 23, 2018

My commission expires _____

Notary Public



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. 6451398

American Fire and Casualty Company
The Ohio Casualty Insurance Company

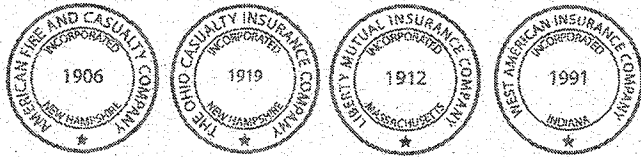
Liberty Mutual Insurance Company
West American Insurance Company

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, Joseph Sforzo; Robert Kempner; Robert W. O'Kane; Susan P. Hammel

all of the city of Plainview, state of NY 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 18th day of February, 2014.



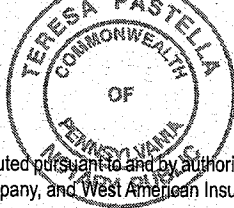
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of February, 2014, 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.

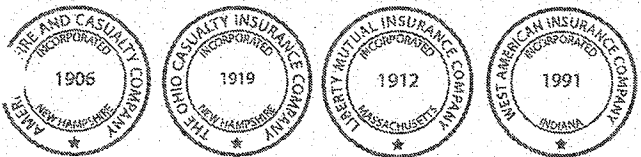
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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.

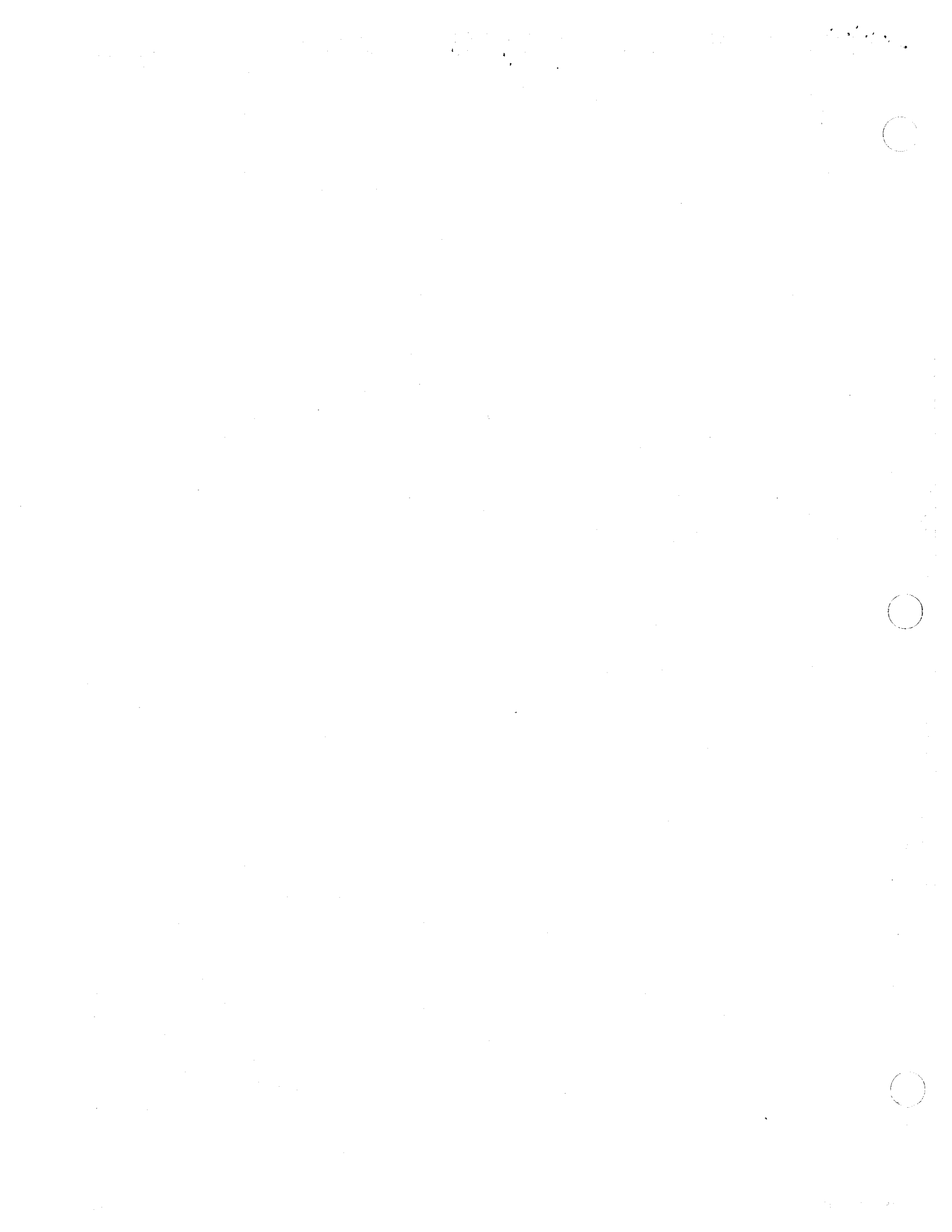
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual 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.





LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2013

Assets		Liabilities	
Cash and Bank Deposits	\$1,118,180,550	Unearned Premiums	\$5,940,431,054
*Bonds — U.S Government	1,888,225,943	Reserve for Claims and Claims Expense	17,305,063,560
*Other Bonds	12,039,490,815	Funds Held Under Reinsurance Treaties	212,659,311
*Stocks	9,030,962,112	Reserve for Dividends to Policyholders	1,226,236
Real Estate	251,301,907	Additional Statutory Reserve	63,348,980
Agents' Balances or Uncollected Premiums	4,781,042,931	Reserve for Commissions, Taxes and Other Liabilities	<u>5,826,683,629</u>
Accrued Interest and Rents	149,855,386	Total	<u>\$29,349,412,770</u>
Other Admitted Assets	<u>15,216,749,451</u>	Special Surplus Funds	\$55,686,852
		Capital Stock	11,250,000
		Paid in Surplus	7,898,288,167
		Unassigned Surplus	7,161,171,306
Total Admitted Assets	<u>\$44,475,809,095</u>	Surplus to Policyholders	<u>15,126,396,325</u>
		Total Liabilities and Surplus	<u>\$44,475,809,095</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, 2013, 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 20th day of March, 2014.

Assistant Secretary



ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN

ADDENDUM NO. 6

DATED: December 5, 2014

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

- (1) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page A-1, Attachment 1 - Bid Information;
Change the dates shown for Submission of Bids To: and for Bid Opening: from "December 9, 2014" to read "December 16, 2014."
- (2) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page 13, Schedule B - MWBE;
Change the dates shown for Bid/Proposal Response Date: from "December 9, 2014" to read "December 16, 2014."

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

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



GURDIP SAINI, P.E.
Assistant Commissioner/Design

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: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN

ADDENDUM NO. 7

DATED: December 11, 2014

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

- (1) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, page B-16, Item No. 6.40 D, Sequence No. 049, Column 2, ENGINEER'S ESTIMATE OF QUANTITIES; Change the quantity of "24.0" to read "36.0"
- (2) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, BID SCHEDULE, page B-37, Item No. 7.13 B, Sequence No. 132, Column 2, ENGINEER'S ESTIMATE OF QUANTITIES; Change the quantity of "18.0" to read "30.0"
- (3) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, SCHEDULE A, page SA-4, Date for Substantial Completion; Change the Base Contract Duration from a quantity of "540" to read "900".
- (4) Refer to the Bid and Contract Documents, VOLUME 3 OF 3, ADDENDUM NO. 5, page A5-40; Delete the text "End of Addendum No.5. This addendum consists of forty (40) pages." Add attached pages A5-41 to A5-146.
- (5) Refer to Contract Drawings, Sheet 7 to Sheet 10;
Add the following note:
"Fire Department cables run in both the Fire Department's and Empire City Subway's Conduit systems underground. These facilities must be supported and properly protected during construction. If this cannot be achieved, relocation must be performed prior to construction."
- (6) Refer to Contract Drawings, FDNY Utility Base Maps;
Add the following note:
"FDNY Communications Base Map Disclaimer – Drawings are made available to the contractor, architect, engineer, agency, etc., only as information in the possession of the city, without any warranty, expressed or implied, as to their present accuracy, or sufficiency. The contractor must make his own field check of all information obtained from these drawings before putting it to use."
- (7) Refer to Contract Drawings, Sheet 7/U1 Utility Plan and Profile (Washington Square South from Thompson Street to Washington Square East);
Note the following change:

"Label the Empire City Subway conduit (TELEPHONE/FIRE) on Washington Square South. Show and label the Fire Alarm L & T pole conduit (FIRE) on the northeast corner of Washington Square South & Washington Square East. On the same corner replace the symbol with a light pole symbol and label with an (F)."

- (8) Refer to Contract Drawings, Sheet 8/U2 Utility Plan and Profile (West 4th Street from Greene St. to Broadway);

Note the following change:

"Label the Empire City Subway conduit (TELEPHONE/FIRE) on West 4th Street between Greene Street & Mercer Street. Show and label the Fire Alarm L & T pole conduit (FIRE) on the northwest corner of West 4th Street & Mercer Street. On the same corner replace the symbol with a light pole symbol and label with an (F)."

- (9) Refer to Contract Drawings, Sheet 9/U3 Utility Plan and Profile (Washington Square East from Washington Place to Washington Square North/ Waverly Place);

Note the following change:

"Show and label the Empire City Subway conduit (TELEPHONE/FIRE) on Washington Square East between Washington Place & Washington Square North/Waverly Place. Show and label the Fire Department conduit (FIRE) on Washington Place. Show and Label Fire Alarm L & T pole conduit (F) on the northwest corner of Washington Square East & Washington Square North. On the same corner replace the symbol with a light pole symbol and label with an (F)."

Questions Submitted by Bidders and DDC's Response

Question No. 1: With reference to the contract duration of 540 ccd, we request that this duration be extended at least six months based on the following:

- NYCDOT traffic stipulation state no weekend hours or extended work hours after 4pm.
- Holiday Embargo is in full effect, with no guarantee of waiver.
- Per contract drawing sheet 5, note # 3, note #3 under "Special Notes", no shutdown of trunk water mains will be permitted from May 1st to October 1st.
- Per contract sheet drawing sheet CE 1, proposed gas relocation work to take 157 day shifts, equating to almost eight months of gas installation. These are CE estimates of pipe installation by their crews after excavation.
- Per contract drawing sheet CE 1, note F, during the period from June 1st to September 15th, scheduling of CE cable work will be contingent upon system and weather conditions.
- Per contract drawing sheet CE 1, note G, during the period from October 1st to April 15th, scheduling of CE gas & steam work will be contingent upon system and weather conditions.

Answer to Question No. 1: Refer to Items (1), (2) & (3) of this Addendum No. 7.

Question No. 2 With reference to addendum 3, page A3-23G; contract item UTL – 6.09, trench excavation and backfill for gas mains and services.

- Price includes "associated maintenance of traffic". Does this include flagmen or as now called "crossing guards", if so please quantify amount required. If flagmen will be paid under this contract item 6.52CG please state for the record.
- Price includes "permanent pavement restoration". Please specify type/thickness of pavement restoration for each location; also are cut backs required and are any of the locations protected streets with special restoration requirements.
- Price includes "trucking, storing and disposing of material". Does this include contaminated or hazardous soils, if so please quantify. If disposal will be paid under this contract bid items 8.01, please state for the record.

Answer to Question No. 2:

- Contract item UTL – 6.09 TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS, includes the cost of flaggers used within the construction zone. The quantity shall be the discretion of the Contractor.
- The price includes permanent pavement restoration where permanent restoration is not required as part of other Contract work.
- No, disposal of contaminated or hazardous soils will be paid under the 8.01 items, as applicable

Question No. 3: With reference to addendum 5 and contract items 8.01, handling, transportation and disposal of potentially hazardous contaminated materials.

- Has a "Subsurface Corridor Investigation Report" been performed by DDC or a consultant Engineer? If so can it be given to bidders for

review? If one has not been performed it is not possible to accurately cost items.

- The borings that were performed and detailed in the contract drawings do not mention any evidence of visual discoloration or odors in soil samples. Are there any other reports or notes to indicate contaminated areas within the contract limits?
- The bid quantities for the 8.01 items detail more than 60% of the contract excavation to be contaminated material. Is this based on something?

Answer to Question No. 3: Refer to Item (4) of this Addendum No. 7 and the attached Subsurface Investigation report.

Question No. 4: With reference to contract item 60.29CP, F/I/Test Corrosion Control System. On previous contracts, the DDC has required the Contractor to secure a Corrosion Specialist to perform the CP system design along with notes on installation, see contract drawing #24.

- Is the included contract Corrosion design considered final and ready for installation?
- Sheet #24 of contract drawings, under "Quality Control Inspection & Testing" states: "All field tests shall be performed by the NYCDDC NACE Specialist". Is the Contractor required to have its own NACE specialist or will the DDC consultant test and activate the installed system?
- Sheet #24 of contract drawings, under "Quality Control Inspection and Testing" states: "The Cathodic Protection system shall not be considered complete until a final report and as-built drawings have been prepared and submitted by the NYCDDC NACE Specialist". Please confirm that it will be NYCDDC responsibility to perform final report and as-builts and not the Contractor.

Answer to Question No. 4:

- Contractor does not need to hire their own Corrosion Specialist. Corrosion Design Drawings (Sheet 18 to Sheet 24) are considered final and ready for installation.
- The NYCDDC NACE Specialist will test and activate the installed system.
- The NYCDDC NACE Specialist shall perform the final report and as-builts.

By signing in the space provided below, the bidder acknowledges receipt of the four (4) pages of this Addendum plus one hundred six (106) pages of attachment.

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

for Gurdip Saini
GURDIP SAINI/P.E.
 Assistant Commissioner/Design
 12/11/14

 Name of Bidder
 By: _____

- FINAL -

**Phase II Subsurface Corridor Investigation Report
for
Water Main Replacement at Washington Square Park
Washington Square Park Area, New York, New York**

DDC PROJECT NO. MED608

WOL NO.(s) 9635-LBA-3-R-9029 & 9635-LBA-3-R-9379

CONTRACT REGISTRATION NO. 20141401626

Prepared for:



**Bureau of Environmental and Geotechnical Services
30-30 Thomson Avenue, Fifth Floor
Long Island City, New York 11101**

Prepared by:



**Louis Berger
48 Wall Street, 16th Floor
New York, NY 10005
Tel. (212) 612-7900 Fax (212) 363-4341
PROJECT NO. 3000647.203**

December 3, 2014

AS-41



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<u>Appendices</u>	A	April 2014 Work Plan for the Phase II Subsurface Corridor Investigation (Included on Attached CD)
	B	October 2014 Unanticipated Discovery Plan (Included on Attached CD)
	C	Landmarks Preservation Commission Permits (Permit No. SRB 16-1376 and subsequent addendum) (Included on Attached CD)
	D	Boring Location Plan
	E	Geologic Boring Logs
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	G	Archaeological Monitoring Photolog (Included on Attached CD)



EXECUTIVE SUMMARY

On behalf of the New York City Department of Design and Construction (NYCDDC), Louis Berger conducted a Phase II Subsurface Corridor Investigation (SCI) in preparation for the replacement at Washington Square Park of water main piping and improve water distribution along the following street segments hereinafter referred to as the Corridor.

The Corridor measures approximately 2,327 feet long and is comprised of the following street segments and approximate lengths:

- Fifth Avenue between Washington Mews and Washington Square North - 130 feet;
- Washington Square North between Fifth Avenue and University Place - 470 feet;
- Washington Square East between Washington Square South and Waverly Place - 500 feet;
- West 4th Street between Broadway and Washington Square East - 725 feet; and
- Washington Square Park South between Thompson Street and Washington Square East - 502 feet.

The Corridor is located in Manhattan, New York and is identified on the Topographic Map on Figure 1.

Louis Berger prepared a Phase I Corridor Assessment Report (CAR) dated April 2014, which presented the results of a survey conducted along the Corridor to assess the presence of potential sources of subsurface contamination within, and in the immediate vicinity of, the Corridor. The Phase I CAR identified 17 final "High" risk sites and two (2) final "Moderate" risk sites with respect to potential impact on the project Corridor (soil and/or groundwater), and recommended the completion of a Phase II SCI. The objective of the Phase II SCI was to assess the presence of subsurface contamination that may potentially impact proposed construction activities. The Phase II SCI activities consisted of the following components:

- Preparation and implementation of the April 2014 Work Plan for the Phase II Subsurface Corridor Investigation. An electronic copy of this report is included in Appendix A;
- The advancement of six (6) soil borings (SB01 through SB06) to terminal depths of 20 feet below ground surface (ft bgs) was conducted on November 4 and 5, 2014. All borings were initially pre-cleared, using a vacuum device (i.e., Vactron®) and air-knife method to 6 ft bgs. The borings were then advanced using a Geoprobe® direct push drill rig. Soil samples were collected using 5-foot long, 2-inch diameter Macro Core® stainless steel samplers equipped with acetate sleeves;
- Field screening, classification and identification of soils from the surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock

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Color charts. Field screening of soils consisted of identifying visual and olfactory indicators of impacts, if any, as well as screening with a photoionization detector (PID);

- The collection of one (1) composite and one (1) grab soil sample from each boring. The composite samples collected from the soil borings were comprised of soil from the entire boring column. The grab soil samples were collected from the bottom 6-inch interval of each boring since groundwater was not encountered and no evidence of contamination was observed;
- Composite samples were analyzed for: (1) Target Compound List (TCL) base neutral/acid (BN/A) extractable semi-volatile organic compounds (SVOCs) by United States Environmental Protection Agency (EPA) Method 8270; (2) Target Analyte List (TAL) metals by EPA Method 6010B; (3) TCL herbicides and pesticides by EPA Method 8151A and 8081A, respectively; and (4) TCL polychlorinated biphenyls (PCBs) by EPA Method 8082. The grab samples were analyzed for TCL volatile organic compounds (VOCs) by EPA Method 8260;
- The collection of two (2) composite waste characterization soil sample (WC01 and WC02). Composite sample WC01 was obtained by compositing aliquots from samples SB01 through SB03 and composite sample WC02 was obtained by compositing aliquots from samples SB04 through SB06. The waste characterization sample was analyzed for: (1) the EPA Full Toxicity Characteristics Leaching Procedure (TCLP) parameters by EPA Method SW846; and (2) the Resource Conservation and Recovery Act (RCRA) Characteristics (ignitability, reactivity and corrosivity) by EPA Method SW846;
- Louis Berger prepared an Unanticipated Discovery Plan dated October 2014 and performed onsite archaeological monitoring to satisfy the requirements set forth by New York City Landmarks Preservation Commission (LPC) permit number SRB 16-1376 and subsequent addendum. Electronic copies of the Unanticipated Discovery Plan and LPC permits are included in Appendix B and Appendix C, respectively; and
- The preparation of this report, which includes tables summarizing the laboratory analytical results, figures depicting boring locations, significant site features, archaeological monitoring findings if any, and, if applicable, contamination occurrence and distribution.

In order to evaluate subsurface soil quality, laboratory analytical results of grab and composite soil samples were compared with regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Unrestricted, Residential, and Commercial Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs) and (2) NYSDEC CP-51 Soil Cleanup Guidance Supplemental Soil Cleanup Objectives (SSCOs) to NYSDEC Subpart 375-6. The laboratory analytical results of the waste classification soil samples were compared with the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC Part 371.



Based on the evaluation of the field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- No evidence of visual or olfactory contamination was observed in the soil and PID readings were not detected at any boring locations;
- The Corridor was found to be underlain with approximately 7 to 18 feet of non-native fill material or reworked native soils was encountered in all soil borings. The fill layer and reworked native soils consist mostly of moderate yellowish brown to dark yellowish brown coarse to fine sand with some silt and trace medium to fine gravel. Construction debris in the form of brick, asphalt, concrete, burnt wood and refuse pieces was observed within the fill layer. Beneath the fill layer, native soils comprised mostly of moderate yellowish brown to dark yellowish brown coarse to fine sand with some silt and trace medium to fine gravel. Groundwater and bedrock were not encountered during this Phase II SCI;
- Laboratory results indicate a low level detection of the VOC methylene chloride in soil samples SB01 through SB05. Methylene chloride is a common laboratory contaminant and as such, presence of this VOC may be attributed to cross-contamination of the soil samples at the laboratory and may not be indicative of the presence of this VOC in the soil beneath the Corridor. Furthermore, all methylene chloride detections were below regulatory standards. No other VOCs were detected in any of the soil samples;
- Laboratory results indicate low level detections of several SVOCs were detected in all soil borings. No SVOCs were detected above regulatory standards;
- Laboratory results indicate low level detections of several metals were detected in all soil borings. No metals were detected above regulatory standards;
- Laboratory results indicate low level detections of pesticides, including p,p'-DDE in soil sample SB06 and p,p'-DDT in soil samples SB01, SB04 and SB06. Detections of p,p'-DDE in soil sample SB06 and p,p'-DDT in soil samples SB01, SB04 and SB06 were all above unrestricted SCOs but below residential SCOs. Past use of pesticides in the area may have contributed to the presences of these detections. No other pesticides were detected in any of the soil samples. Herbicides were not detected in any of the soil samples;
- Laboratory results indicate a low level detection of PCBs in soil sample SB03. No PCBs were detected above regulatory standards;
- Laboratory results of the analyses of waste classification samples WC01 and WC02 indicate that the soil beneath the Corridor does not exhibit evidence of hazardous waste characteristics; and
- The onsite archaeological monitoring did not identify any human remains, prehistoric artifacts or materials of cultural and/or historic significance.



Based on the results of the field investigation and laboratory analytical results, Louis Berger recommends the following:

- The Contract documents should identify provisions for managing, handling, transporting and disposing of nonhazardous soil and nonhazardous impacted soil. The Contractor should be required to submit a Material Handling Plan, to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released into the ambient environment as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) should be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the area of the surrounding community located downwind from the potential release of airborne contaminants. Specific requirements should be reviewed for each situation and coordinate with the New York State Department of Health (NYSDOH) to ensure proper applicability;
- Groundwater was not encountered during this Phase II SCI. Based on the estimated depth to groundwater (25-30 ft bgs), dewatering may not be necessary for the proposed excavation activities. If dewatering is necessary, the contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis of groundwater prior to discharge into sanitary and combined sewers;
- In addition, if discharge of groundwater into storm sewers is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis of groundwater may be required to satisfy NYSDEC requirements prior to discharge into storm sewers;
- Before beginning any excavation activity, the contractor should submit a site-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the NYSDOH and any other applicable regulatory entities. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e. dust control procedures); and
- Given the historic significance of the Washington Square Park Area and the potential for soils containing human remains, prehistoric artifacts or materials of cultural and/or historic significance beneath the fill deposits within the Corridor, Louis Berger recommends consultation with the LPC to determine whether additional archaeological investigation and monitoring, including a Phase IA Cultural Resource Investigation will be required prior to or



New York City Department of Design and Construction
Final Phase II Subsurface Corridor Investigation Report
Water Main Replacement at Washington Square Park, New York NY

during reconstruction of the Corridor to provide water main connection(s) at Washington Square Park.

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1.0 INTRODUCTION

On behalf of the New York City Department of Design and Construction (NYCDDC), Louis Berger conducted a Phase II Subsurface Corridor Investigation (SCI) in preparation for the replacement at Washington Square Park of water main piping and improve water distribution along the following street segments hereinafter referred to as the Corridor.

The Corridor measures approximately 2,327 feet long and is comprised of the following street segments and approximate lengths:

- Fifth Avenue between Washington Mews and Washington Square North - 130 feet;
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- West 4th Street between Broadway and Washington Square East - 725 feet; and
- Washington Square Park South between Thompson Street and Washington Square East - 502 feet.

The Corridor is located in Manhattan, New York and is identified on the Topographic Map on Figure 1.

The Phase II SCI was conducted to determine if the Corridor's environmental condition might impact proposed construction activities.

1.1 Summary of Previous Environmental Investigations

Louis Berger prepared a Phase I Corridor Assessment Report (CAR) for the Corridor in April 2014. The Corridor Assessment process involved conducting a Corridor reconnaissance to document current property use and conditions; a review of historical Sanborn Fire Insurance Maps to document historical property usage; and a review of a regulatory agency database report to identify Corridor properties and adjoining sites of potential environmental concern.

The April 2014 Phase I CAR identified 17 final "High" risk sites and two (2) final "Moderate" risk sites with respect to potential impact on the project Corridor. The final "High" and "Moderate" risk sites are listed below:

"HIGH" RISK SITES

- 1) Square Arch Realty Corp – Misc, 2 5th Avenue (Map IDs A1, A4, A8, A9, and A13)
- 2) NYU Brown Building, 100 Washington Square East (Map IDs B3, B12, and F35)
- 3) NYU Residence Building/NYU / New York University, 7 - 13 Washington Square North (Map IDs A7, A27, A28, A29, and A30)
- 4) 8 W 4th Street (Map IDs E19 and E24)



- 5) One Fifth Avenue Apartment Corp, 1 5th Avenue (Map IDs A39, A40, and A41)
- 6) 694 Broadway (Map ID E61)
- 7) 9 University Place (Map ID B77)
- 8) Ples Hall Annex, 26 - 36 Washington Place (Map ID F86)
- 9) 718 Apt Inc., 718 Broadway (Map IDs K162 and K163)
- 10) 15 E 4th Street (Map ID S200)
- 11) Ace Printing Co., 10 Waverly Place (Map IDs L259 and L265)
- 12) 734 Broadway (Map ID AA290)
- 13) Aphrodite French Cleaners/Apartment House/Apartment Building (Map IDs AA359, AA360, AA361, AA362, AA363, and AA364)
- 14) 747 Broadway (Map IDs AA412)
- 15) 71 3rd Street (Identified during the Sanborn Map review)
- 16) 570 - 576 LaGuardia Place (Identified during the Sanborn Map review)
- 17) 291 Mercer Street (Identified during the Corridor reconnaissance)

"MODERATE" RISK SITES

- 18) 73 - 75 Washington Square South (Identified during the Sanborn Map review)
- 19) 240 - 242 Thompson Street (Identified during the Sanborn Map review)

1.2 Scope of Work

The Phase II SCI consisted of a field investigation, laboratory analyses, and the preparation of this report, which includes tables summarizing the laboratory analytical results and figures depicting boring locations, significant site features and, if applicable, contamination occurrence and distribution. Drilling activities for the field investigation were performed by Aquifer Drilling and Testing, Inc. of Mineola, New York. Oversight of drilling activities was performed by Ms. Breanna Gribble, Geologist of Louis Berger. Laboratory analyses were provided by Hampton-Clarke/Veritech (HC-V) of Fairfield, New Jersey which is a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-certified analytical laboratory (No. 11408). Field derived Quality Assurance/Quality Control samples (i.e. field blanks, trip blanks, and duplicates) were not collected for this project. The field investigation activities consisted of the following components:

- Preparation and implementation of the April 2014 Work Plan for the Phase II Subsurface Corridor Investigation. An electronic copy of this report is included in Appendix A;
- The advancement of six (6) soil borings (SB01 through SB06) to terminal depths of 20 feet below ground surface (ft bgs) was conducted on November 4 and 5, 2014. All borings were initially pre-cleared, using a vacuum device (i.e., Vactron®) and air-knife method to 6 ft bgs. The borings were then advanced using a Geoprobe® direct push drill rig. Soil samples were



collected using 5-foot long, 2-inch diameter Macro Core® stainless steel samplers equipped with acetate sleeves;

- Field screening, classification and identification of soils from the surface grade to the terminal depth of each boring. Soil samples were visually classified in the field using the Burmister Classification, Unified Soil Classification System (USCS), and Munsell Rock Color charts. Field screening of soils consisted of identifying visual and olfactory indicators of impacts, if any, as well as screening with a photoionization detector (PID);
- The collection of one (1) composite and one (1) grab soil sample from each boring. The composite samples collected from the soil borings were comprised of soil from the entire boring column. The grab soil samples were collected from the bottom 6-inch interval of each boring since groundwater was not encountered and no evidence of contamination was observed;
- Composite samples were analyzed for: (1) Target Compound List (TCL) base neutral/acid (BN/A) extractable semi-volatile organic compounds (SVOCs) by United States Environmental Protection Agency (EPA) Method 8270; (2) Target Analyte List (TAL) metals by EPA Method 6010B; (3) TCL herbicides and pesticides by EPA Method 8151A and 8081A, respectively; and (4) TCL polychlorinated biphenyls (PCBs) by EPA Method 8082. The grab samples were analyzed for TCL volatile organic compounds (VOCs) by EPA Method 8260;
- The collection of two (2) composite waste characterization soil sample (WC01 and WC02). Composite sample WC01 was obtained by compositing aliquots from samples SB01 through SB03 and composite sample WC02 was obtained by compositing aliquots from samples SB04 through SB06. The waste characterization sample was analyzed for: (1) the EPA Full Toxicity Characteristics Leaching Procedure (TCLP) parameters by EPA Method SW846; and (2) the Resource Conservation and Recovery Act (RCRA) Characteristics (ignitability, reactivity and corrosivity) by EPA Method SW846;
- Louis Berger prepared an Unanticipated Discovery Plan dated October 2014 and performed onsite archaeological monitoring to satisfy the requirements set forth by New York City Landmarks Preservation Commission (LPC) permit number SRB 16-1376. Electronic copies of the Unanticipated Discovery Plan and LPC permits are included in Appendix B and Appendix C, respectively; and
- The preparation of this report, which includes tables summarizing the laboratory analytical results, figures depicting boring locations, significant site features, archaeological monitoring findings, if any, and, if applicable, contamination occurrence and distribution.



2.0 CORRIDOR INFORMATION

2.1 Corridor Location, Description and Use

The Corridor consists of a length of Fifth Avenue between Washington Mews and Washington Square North, the street along Washington Square North between Fifth Avenue and University Place, the entire length of Washington Square East, a length of West 4th Street starting just west of the intersection with Broadway to Washington Square East and Washington Square South from Washington Square East to Thompson Street including the intersections of LaGuardia Place and Thompson Street. The Corridor is located in Manhattan, New York and is identified on the Topographic Map on Figure 1. The Corridor is comprised of approximately 130 feet along Fifth Avenue, 470 feet along Washington Square North, 500 feet along Washington Square East, 725 feet along West 4th Street, and 502 feet along Washington Square Park South.

Manhole covers, asphalt patches and storm drains are visible in roadway and sidewalk areas within and around the Corridor, and indicate the potential presence of multiple buried utilities which may include electric, communications, sewer, water and gas services. The Corridor is located within a mixed use (recreational, commercial, and residential) neighborhood that includes New York University campus properties.

2.2 Description of Surrounding Properties

The Site is located in a densely populated urban area characterized by recreational, commercial, residential and institutional property uses. The Corridor includes, but is not limited to, the streets surrounding the eastern half of Washington Square Park. Surrounding properties along Fifth Avenue and Washington Square North are primarily multi-family residential buildings. To the east of Washington Square Park, along Washington Square East, are primarily New York University campus buildings (classrooms, theatre and residence halls) and some multi-family residential buildings. The surrounding properties along West 4th Street and Washington Square South are predominantly New York University buildings (classrooms, residence halls, theatre and library) and mixed-use buildings. Metropolitan Transportation Authority (MTA) subway train lines are present along Broadway and Sixth Avenue to the east and west of the Corridor.

2.3 Corridor and Regional Topographic Setting

Louis Berger reviewed the United States Geological Survey (USGS) 7.5-minute Topographic Quadrangle for Brooklyn, N.Y. (USGS, 1995) (Figure 1) maps regional topography as sloping to the west towards the Hudson River. The Elevation of the Corridor ranges from approximately 40 to 30 feet above mean sea level (msl) and slopes to the west (USGS, 1995).

Under natural conditions, surface runoff within the Corridor would be expected to flow west, ultimately discharging into the Hudson River; however, surface run-off within the Corridor is managed by storm drains generally located in proximity to intersecting streets.



2.4 Corridor and Regional Geology

The *NYC Reconnaissance Soil Survey (2005)* indicates the Corridor is underlain by the Pavement & buildings, outwash substratum. This complex is classified as nearly level to gently sloping, highly urbanized areas with more than 80 percent of the surface covered by impervious pavement and buildings. Slopes range between 0 and 5%. Natural soils underlying the filled portions of the Corridor are expected to primarily consist of glacial outwash.

The *Quaternary Geologic Map of the Hudson River 4° x 6° Quadrangle, United States and Canada (1992)* indicates the surficial soils are underlain by Late Wisconsin-aged glacial end moraine deposits consisting of sand, gravel and silt to a depth of approximately 90 feet below ground surface (bgs). Surficial geologic deposits are in turn underlain by crystalline metamorphic bedrock, expected to be encountered at approximately 100 feet bgs.

During this Phase II SCI, the Corridor was found to be underlain with approximately 7 to 18 feet of non-native fill material or reworked native soils was encountered in all soil borings. The fill layer and reworked native soils consist mostly of moderate yellowish brown to dark yellowish brown coarse to fine sand with some silt and trace medium to fine gravel. Construction debris in the form of brick, asphalt, concrete, burnt wood and refuse pieces was observed within the fill layer. Beneath the fill layer, native soils comprised mostly of moderate yellowish brown to dark yellowish brown coarse to fine sand with some silt and trace medium to fine gravel. Groundwater and bedrock were not encountered during this Phase II SCI.

2.5 Corridor and Regional Hydrogeology

Based on the elevation of the Hudson River (mean sea level) and the elevation of the Corridor ground surface (average of approximately 35 feet above msl), groundwater is estimated to be encountered at approximately 25 to 30 feet bgs within the Corridor. Based on the location of the Hudson River, under natural conditions, groundwater flow direction would be expected to be to the west towards the Hudson River. However, groundwater flow directions may vary based on pumping, seasonal fluctuations in precipitation, local demand usage, underground utilities and dewatering operations.

According to the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, no wetlands are located along the Corridor; however the Hudson River, located approximately 0.7 miles to the west, is mapped as estuarine and marine deep water wetlands (USFWS, 2014).

According to the environmental database report and Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 3604970201F (FEMA, 2007) the Corridor is not located within either the 500-year or 100-year flood zone.



3.0 CORRIDOR EVALUATION

Proposed construction activities within the Corridor include soil excavation, which in-turn requires that soils at the site be characterized to identify material handling requirements (i.e. use of protective equipment) and for material reuse, handling and/or waste disposal requirements. Louis Berger provided oversight for the advancement of six (6) soil borings during the field investigation conducted on November 4 and 5, 2014. The field investigation was performed at designated areas in the vicinity of the planned construction. A summary of the field observations, including the location of the sites and the details of the soil borings, is provided in Table 1.

3.1 Soil Quality Investigation

All six (6) soil borings (SB01 through SB06) were advanced to maximum terminal depths of 20 ft bgs, using a Geoprobe® direct push drill rig. Prior to direct push advancement, borings were cleared to a depth of 6 ft bgs with a vacuum device (i.e. Vactron®) and air-knife. Soil was recovered using a 5-foot long, 2-inch diameter Macro Core® stainless steel sampler equipped with disposable acetate sleeves. Soil boring locations are depicted on Figure 2. The designations and sampling intervals for the samples that were submitted to the laboratory are included in Table 1. Maps depicting each boring location are included in Appendix D. Boring logs are provided in Appendix E. The locations of each boring are described below:

- **SB01**—Located in a planter box on the sidewalk along the west side of 5th Avenue, 146 feet and 6 inches northeast of the northwest corner of the intersection of 5th Avenue and Washington Square North and 45 feet and 5 inches northwest of the curb along the east side of 5th Avenue.
- **SB02** – Located in a planter box on the sidewalk along the south side of Washington Square North, 109 feet and 4 inches northwest of the southwest corner of the intersection of Washington Square North and Washington Square East and 34 feet and 6 inches southwest of the curb along the north side of Washington Square North.
- **SB03** - Located in a planter box on the sidewalk along the west side of Washington Square East, 219 feet and 6 inches southwest of the southwest corner of the intersection of Washington Square East and Washington Square North and 28 feet and 7 inches northwest of the curb along the east side of Washington Square East.
- **SB04**—Located in an asphalt patch on the sidewalk along the north side of Washington Square South, 100 feet and 3 inches northwest of the northwest corner of the intersection of Washington Square South and Wooster Street and 35 feet and 8 inches northeast of the curb along the south side of Washington Square South.
- **SB05** – Located on the concrete sidewalk along the north side of West 4th Street, 42 feet and 9 inches southeast of the northwest corner of the intersection of Mercer Street and West 4th Street and 35 feet and 0 inches northeast of the curb along the south side of West 4th Street.



- **SB06** - Located in an asphalt patch on the sidewalk along the north side of Washington Square South, 49 feet and 5 inches southeast of the northeast corner of the intersection of Washington Square South and Thompson Street and 35 feet and 3 inches northeast of the curb along the south side of Washington Square South.

Soil from each boring was classified and examined for visual evidence (i.e. staining, discoloration) and any olfactory indications (i.e. odors) of contamination. Continuous soil cores were collected from each of the borings at 5-foot intervals. In addition, a PID was used to screen the soil for VOC vapors.

In order to identify representative conditions relative to the presence of SVOCs, metals, herbicides, pesticides and PCBs over the entire soil column in each boring, composite soil samples were collected by mixing the soil from the entire column in a stainless steel bowl. A boring composite sample was taken from each soil boring.

In order to identify representative conditions relative to the presence of VOCs, grab samples were collected from the bottom 6-inch interval of each boring since groundwater was not encountered and no signs of contamination were observed.

In order to identify representative conditions for disposal purposes, two (2) composite waste characterization soil samples (WC01 and WC02) were collected. Composite sample WC01 was obtained by compositing aliquots from samples SB01 through SB03 and composite sample WC02 was obtained by compositing aliquots from samples SB04 through SB06.

Soil classification information, including stratigraphy, is documented on the boring logs included in Appendix E. All boring equipment was cleaned by being rinsed with tap water, scrubbed with Alconox®, then rinsed with deionized water again between each sample interval. In addition, disposable acetate liners were used inside the sampler for recovery of the soil cores. Following the completion of each boring, the boreholes were back-filled with drill cuttings, and then sealed with concrete, where appropriate.

3.2 Laboratory Analyses

Soil samples were submitted to Hampton-Clarke/Veritech (HC-V) of Fairfield, New Jersey which is a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-certified analytical laboratory (No. 11408). Field derived Quality Assurance/Quality Control samples (i.e. field blank, trip blank, duplicate) were not collected for this project. Laboratory analytical reports are included in Appendix F.

The grab soil samples were analyzed for TCL VOCs by Method 8260. The composite soil samples were analyzed for: (1) TCL BN/A extractable SVOCs by EPA Method 8270; (2) TAL metals by EPA Method 6010B; (3) TCL pesticides and herbicides by EPA Method 8081A and EPA Method 8151A, respectively; and (4) PCBs by EPA Method 8082. The waste



characterization soil sample was analyzed for: (1) EPA Full TCLP parameters and (2) RCRA Characteristics (ignitability, reactivity and corrosivity).

3.3 Data Evaluation

In order to evaluate subsurface soil quality, laboratory analytical results of grab and composite soil samples were compared with regulatory standards identified in: (1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6: Remedial Program Unrestricted, Residential, and Commercial Use (Track 1 and Track 2) Soil Cleanup Objectives (SCOs) and (2) NYSDEC CP-51 Soil Cleanup Guidance Supplemental Soil Cleanup Objectives (SSCOs) to NYSDEC Subpart 375-6. The laboratory analytical results of the waste classification soil samples were compared with the Toxicity Characteristic Regulatory Levels for Hazardous Waste published in RCRA and NYSDEC Part 371.

3.4 Archaeological Monitoring

Louis Berger Registered Professional Archeologist (RPA) provided archeological monitoring services during the field investigation conducted on November 4 and 5, 2014 to satisfy requirements set forth in LPC permit number SRB 16-1376 and subsequent addendum included in Appendix C. This work was conducted in accordance with an archaeological monitoring protocol and Unanticipated Discovery Plan dated October 2014 included in Appendix B. Soil from each boring was classified and examined for signs of cultural material and potentially intact cultural bearing soils. The archaeologist was onsite throughout the boring advancement activities to document the presence/absence of cultural material in the soil boring locations and the potential significance and integrity of any exposed archaeological resources. An Archaeological Monitoring Photolog is included in Appendix G.



4.0 FINDINGS

This section discusses the analytical data and findings for activities discussed in Section 3.0. Boring logs can be found in Appendix E. Complete analytical data reports are included in Appendix F.

4.1 Field Screening

Field screening consisted of identifying visual and olfactory indicators of potential impact as well as screening soil for VOC vapors with a PID. No evidence of visual or olfactory contamination was observed and PID readings were not detected at any soil boring location. Refer to Table 1 for a summary of environmental boring data.

4.2 Soil Laboratory Analytical Results

4.2.1 Volatile Organic Compounds (VOCs) in Soil

Laboratory results indicate a low level detection of the VOC methylene chloride in soil samples SB01 through SB05. Methylene chloride is a common laboratory contaminate and as such, presence of this VOC may be attributed to cross-contamination of the soil samples at the laboratory and may not be indicative of the presence of this VOC in the soil beneath the Corridor. Furthermore, all methylene chloride detections were below regulatory standards. No other VOCs were detected in any of the soil samples. Refer to Table 2 for a summary of VOC results.

4.2.2 Semi-Volatile Organic Compounds (SVOCs) in Soil

Laboratory results indicate low level detections of several SVOCs were detected in all soil borings. No SVOCs were detected above regulatory standards. Refer to Table 3 for a summary of SVOC results.

4.2.3 Target Analyte List Metals (TAL Metals) in Soil

Laboratory results indicate low level detections of several metals were detected in all soil borings. No metals were detected above regulatory standards. Refer to Table 4 for a summary of metals results.

4.2.4 Pesticides and Herbicides in Soil

Laboratory results indicate low level detections of pesticides, including p,p'-DDE in soil sample SB06 and p,p'-DDT in soil samples SB01, SB04 and SB06. Detections of p,p'-DDE in soil sample SB06 and p,p'-DDT in soil samples SB01, SB04 and SB06 were all above unrestricted SCOs but below residential SCOs. Past use of pesticides in the area may have contributed to the presences of these detections. No other pesticides were detected in any of the soil samples. Refer to Table 5 for a summary of pesticide results.



No herbicides were detected above the laboratory's reporting limits in any of the soil samples collected as part of this Phase II SCI. Refer to Table 6 for a summary of herbicide results.

4.2.5 PCBs in Soil

Laboratory results indicate a low level detection of PCBs in soil sample SB03. No PCBs were detected above regulatory standard. Refer to Table 7 for a summary of PCB results.

4.2.6 Waste Classification of Soil

The analytical laboratory results of the composite waste classification samples WC01 and WC02 show that none of the TCLP or RCRA parameters were detected except low level detections of chloroform, TPH and barium in WC02. No TCLP or RCRA parameters were detected above regulatory standards. Therefore, results of these analyses indicate that the soil beneath the Corridor does not exhibit evidence of hazardous waste characteristics. Refer to Table 8 for a summary of TCLP parameters and RCRA characteristics.

4.3 Archaeological Monitoring Results

The onsite archaeological monitoring did not identify any human remains, prehistoric artifacts or materials of cultural and/or historic significance. While fill material is considered cultural material, no cultural material of archeological significance was observed.



5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the evaluation of the archaeological monitoring, field screening data and the laboratory analytical results, and a comparison to applicable regulatory standards, the following conclusions are presented:

- No evidence of visual or olfactory contamination was observed in the soil and PID readings were not detected at any boring locations;
- The Corridor was found to be underlain with approximately 7 to 18 feet of non-native fill material or reworked native soils was encountered in all soil borings. The fill layer and reworked native soils consist mostly of moderate yellowish brown to dark yellowish brown coarse to fine sand with some silt and trace medium to fine gravel. Construction debris in the form of brick, asphalt, concrete, burnt wood and refuse pieces was observed within the fill layer. Beneath the fill layer, native soils comprised mostly of moderate yellowish brown to dark yellowish brown coarse to fine sand with some silt and trace medium to fine gravel. Groundwater and bedrock were not encountered during this Phase II SCI;
- Laboratory results indicate a low level detection of the VOC methylene chloride in soil samples SB01 through SB05. Methylene chloride is a common laboratory contaminate and as such, presence of this VOC may be attributed to cross-contamination of the soil samples at the laboratory and may not be indicative of the presence of this VOC in the soil beneath the Corridor. Furthermore, all methylene chloride detections were below regulatory standards. No other VOCs were detected in any of the soil samples;
- Laboratory results indicate low level detections of several SVOCs were detected in all soil borings. No SVOCs were detected above regulatory standards;
- Laboratory results indicate low level detections of several metals were detected in all soil borings. No metals were detected above regulatory standards;
- Laboratory results indicate low level detections of pesticides, including p,p'-DDE in soil sample SB06 and p,p'-DDT in soil samples SB01, SB04 and SB06. Detections of p,p'-DDE in soil sample SB06 and p,p'-DDT in soil samples SB01, SB04 and SB06 were all above unrestricted SCOs but below residential SCOs. Past use of pesticides in the area may have contributed to the presences of these detections. No other pesticides were detected in any of the soil samples. Herbicides were not detected in any of the soil samples;
- Laboratory results indicate a low level detection of PCBs in soil sample SB03. No PCBs were detected above regulatory standards;
- Laboratory results of the analyses of waste classification samples WC01 and WC02 indicate that the soil beneath the Corridor does not exhibit evidence of hazardous waste characteristics; and



- The onsite archaeological monitoring did not identify any human remains, prehistoric artifacts or materials of cultural and/or historic significance.

Based on the results of the field investigation and laboratory analytical results, Louis Berger recommends the following:

- The Contract documents should identify provisions for managing, handling, transporting and disposing of nonhazardous soil and nonhazardous impacted soil. The Contractor should be required to submit a Material Handling Plan, to identify the specific protocol and procedures that will be employed to manage the waste in accordance with applicable regulations;
- Dust control procedures are recommended during excavation activities to minimize the creation and dispersion of fugitive airborne dust. The Contractor may implement dust control measures to minimize potential airborne contaminants released into the ambient environment as a direct result of construction activities. A Community Air Monitoring Plan (CAMP) should be developed in accordance with NYSDEC DER-10 Regulations. The CAMP requires real-time monitoring for particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is intended to provide a measure of protection for the area of the surrounding community located downwind from the potential release of airborne contaminants. Specific requirements should be reviewed for each situation and coordinate with the New York State Department of Health (NYSDOH) to ensure proper applicability;
- Groundwater was not encountered during this Phase II SCI. Based on the estimated depth to groundwater (25-30 ft bgs), dewatering may not be necessary for the proposed excavation activities. If dewatering is necessary, the contractor will be required to obtain a NYCDEP sewer discharge permit and perform sampling and laboratory analysis of groundwater prior to discharge into sanitary and combined sewers;
- In addition, if discharge of groundwater into storm sewers is required during dewatering, it may be performed under the appropriate NYSDEC State Pollutant Discharge Elimination System (SPDES) permit. Additional sampling and laboratory analysis of groundwater may be required to satisfy NYSDEC requirements prior to discharge into storm sewers;
- Before beginning any excavation activity, the contractor should submit a site-specific health and safety plan (HASP) that will meet the requirements set forth by the Occupational, Safety and Health Administration (OSHA), the NYSDOH and any other applicable regulatory entities. The HASP should identify the possible locations and risks associated with the potential contaminants that may be encountered, and the administrative and engineering controls that will be utilized to mitigate concerns (i.e. dust control procedures); and
- Given the historic significance of the Washington Square Park Area and the potential for soils containing human remains, prehistoric artifacts or materials of cultural and/or historic



significance beneath the fill deposits within the Corridor, Louis Berger recommends consultation with the LPC to determine whether additional archaeological investigation and monitoring, including a Phase IA Cultural Resource Investigation will be required prior to or during reconstruction of the Corridor to provide water main connection(s) at Washington Square Park.

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6.0 STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as stated in the attachment to this section of the report.

Report Prepared By:

Farneda Ali, CHMM
Manager

Report Reviewed By:

Michael J. McCloskey, PG
QA/QC Manager



STATEMENT OF LIMITATIONS

The data presented and the opinions expressed in this report are qualified as follows:

The sole purpose of the investigation and of this report is to assess the physical characteristics of the Site with respect to the presence or absence in the environment of oil or hazardous materials and substances as defined in the applicable state and federal environmental laws and regulations and to gather information regarding current and past environmental conditions at the Site.

Louis Berger derived the data in this report primarily from visual inspections, examination of records in the public domain, interviews with individuals with information about the Site, and a limited number of subsurface explorations made on the dates indicated. The passage of time, manifestation of latent conditions or occurrence of future events may require further exploration at the Site, analysis of the data, and reevaluation of the findings, observations, and conclusions expressed in the report.

In preparing this report, Louis Berger has relied upon and presumed accurate certain information (or the absence thereof) about the Site and adjacent properties provided by governmental officials and agencies, the Client, and others identified herein. Except as otherwise stated in the report, Louis Berger has not attempted to verify the accuracy or completeness of any such information.

The data reported and the findings, observations, and conclusions expressed in the report are limited by the Scope of Services, including the extent of subsurface exploration and other tests. The Scope of Services was defined by the requests of the Client, the time and budgetary constraints imposed by the Client, and the availability of access to the Site.

Because of the limitations stated above, the findings, observations, and conclusions expressed by Louis Berger in this report are not, and should not be considered, an opinion concerning the compliance of any past or present owner or operator of the site with any federal, state or local law or regulation. No warranty or guarantee, whether express or implied, is made with respect to the data reported or findings, observations, and conclusions expressed in this report. Further, such data, findings, observations, and conclusions are based solely upon site conditions in existence at the time of investigation.

This report has been prepared on behalf of and for the exclusive use of the Client, and is subject to and issued in connection with the Agreement and the provisions thereof.



TABLES

- TABLE 1 – SUMMARY OF ENVIRONMENTAL BORING DATA**
- TABLE 2 – SUMMARY OF TCL VOCs DETECTED IN SOIL**
- TABLE 3 – SUMMARY OF TCL SVOCs DETECTED IN SOIL**
- TABLE 4 – SUMMARY OF TAL METALS DETECTED IN SOIL**
- TABLE 5 – SUMMARY OF PESTICIDES DETECTED IN SOIL**
- TABLE 6 – SUMMARY OF HERBICIDES DETECTED IN SOIL**
- TABLE 7 – SUMMARY OF PCBs DETECTED IN SOIL**
- TABLE 8 – SUMMARY OF WASTE CLASSIFICATION PARAMETERS DETECTED IN SOIL**

Table 1. Summary of Environmental Boring Data
Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
Manhattan, New York

Boring No.	Sample ID	High PID (ppm)	Sample Interval (ftbgs)	Total VOCs (mg/kg)	Total SVOCs (mg/kg)	Metals Exceed (Yes/No) ¹	Depth to Water (ftbgs)	Total Depth (ftbgs)	Other Comments
SB01	SB01	0	18.0 - 18.5	0.0046	--	No	NE	20.0	Fill material observed (asphalt, woodchip debris) from 0-16.5 ftbgs. No visual/olfactory signs of contamination.
			0 - 19.0	-	0.13				
SB02	SB02	0	19.0 - 19.5	0.0021	--	No	NE	20.0	Fill material observed (charcoal, woodchip debris) from 0-11 ftbgs. No visual/olfactory signs of contamination.
			0 - 20.0	-	0.09				
SB03	SB03	0	19.0 - 19.5	0.0056	--	No	NE	20.0	Fill material observed (brick and glass debris) from 0-16.5 ftbgs. No visual/olfactory signs of contamination. Collected Waste Classification Sample WC01 from SB01, SB02 and SB03.
			0 - 20.0	-	0.27				
SB04	SB04	0	18.0 - 18.5	0.0035	-	No	NE	20.0	Fill material observed (asphalt debris) from 0-7 ftbgs. No visual/olfactory signs of contamination.
			0 - 19.0	-	2.10				
SB05	SB05	0	19.0 - 19.5	0.0042	--	No	NE	20.0	Fill material observed (brick, asphalt, concrete debris) from 0-16.5 ftbgs. No visual/olfactory signs of contamination.
			0 - 20.0	-	1.42				
SB06	SB06	0	19.0 - 19.5	ND	-	No	NE	20.0	Fill material observed (brick, asphalt debris) from 0-18 ftbgs. No visual/olfactory signs of contamination. Collected Waste Classification Sample WC02 from SB04, SB05 and SB06.
			0 - 20.0	-	1.62				

Notes:

1. Metal(s) exceeds Unrestricted Use (Track 1) or Residential Use (Track 2) SCOs.
 All soil samples were analyzed for Target Compound List (TCL) Volatile Organic Compounds, Semi-Volatile Organic Compounds (SVOCs) Pesticides, PCBs, Target Analyte List (TAL) Metals and Herbicides.
 PID = Photoionization detector
 N/A = Not applicable.
 ND = Not Detected
 NE = Not Encountered
 ftbgs = feet below ground surface

Table 2. Summary of Target Compound List: Volatile Organic Compounds Detected in Soil
 Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
 Manhattan, New York

TCL VOCs	Unrestricted Use (Track 1) Soil Cleanup Objectives (SCOs)	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Residential Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth						
				SB01	SB02	SB03	SB04	SB05	SB06	
Methylene chloride	0.05	500	51	11/5/2014 18.0 - 18.5	11/5/2014 19.0 - 19.5	11/5/2014 19.0 - 19.5	11/5/2014 13.0 - 18.5	11/5/2014 19.0 - 19.5	11/5/2014 19.0 - 19.5	ND
				0.0046	0.0021	0.0056	0.0035	0.0042		

Notes:
 All concentrations are in parts per million, or milligrams per kilogram (ppm or mg/kg)
 ND = Compound not detected above method detection limit (see attached lab report for mrl's)
 NS = No Standard
 SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)
SOIL CLEANUP OBJECTIVES
RESIDENTIAL USE (TRACK 2) SOIL CLEANUP OBJECTIVES
UNRESTRICTED USE (TRACK 1) SOIL CLEANUP OBJECTIVES

New York City Department of Design and Construction
Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area, Manhattan, New York

Table 3. Summary of Target Compound List Semi-Volatile Organic Compounds Detected in Soil
Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
Manhattan, New York

TCL SVOCs	Unrestricted Use (Track 1) Soil Cleanup Objectives (SCOs)	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Residential Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth					
				SB01	SB02	SB03	SB04	SB05	SB06
				11/5/2014 0 - 19	11/5/2014 0 - 20	11/5/2014 0 - 20	11/5/2014 0 - 19	11/5/2014 0 - 20	11/5/2014 0 - 20
Benzo[a]anthracene	1	5.6	1	ND	ND	0.038	0.16	0.16	0.12
Benzo[a]pyrene	1	1	1	ND	ND	0.058	0.25	0.15	0.25
Benzo[b]fluoranthene	1	5.6	1	ND	ND	0.068	0.32	0.18	0.29
Benzo[k]fluoranthene	100	500	100	0.025	0.023	0.055	0.22	0.12	0.24
bis(2-ethylhexyl)phthalate	0.3	56	3.9	ND	ND	ND	0.093	0.07	0.1
Chrysene	NS	NS	NS	ND	0.062	ND	ND	ND	ND
Dibenz[a,h]anthracene	1	56	3.9	ND	ND	ND	0.16	0.14	0.13
Di-n-butylphthalate	0.33	0.56	0.33	ND	ND	ND	0.062	ND	0.069
Fluoranthene	NS	NS	NS	ND	ND	ND	0.21	ND	ND
Indeno[1,2,3-cd]pyrene	100	500	100	0.047	ND	ND	0.17	0.2	0.066
Phenanthrene	0.5	5.6	0.5	ND	ND	0.047	0.2	0.11	0.22
Pyrene	100	500	100	ND	ND	ND	0.075	0.069	ND
	100	500	100	0.054	ND	ND	0.18	0.22	0.11

Notes:

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)
 ND = Compound not detected above method detection limit (see attached lab report for mrls)
 NS = No Standard

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)

BOLD = Concentration exceeds Residential Use (Track 2) Soil Cleanup Objectives

Underline = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives

DDC Project Number: MED608

Work Order Letter No.: 9635-LBA-3-R-9029

Table 4. Summary of Target Analyte List Metals Detected in Soil
Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
Manhattan, New York

Target Analyte List Metals	Unrestricted Use (Track 1) Soil Cleanup Objectives (SCOs)	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Residential Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth					
				SB01	SB02	SB03	SB04	SB05	SB06
				11/5/2014 0 - 19	11/5/2014 0 - 20	11/5/2014 0 - 20	11/5/2014 0 - 19	11/5/2014 0 - 20	11/5/2014 0 - 20
Aluminum	NS	NS	NS	6,800	5,800	7,300	11,000	6,800	9,600
Barium	350	400	350	18	33	63	110	36	44
Beryllium	7.2	590	72	ND	0.27	0.24	0.52	0.33	0.23
Calcium	NS	NS	NS	ND	ND	1,700	2,400	ND	ND
Chromium	NS	NS	NS	8.6	11	23	22	11	11
Cobalt	NS	NS	NS	5.2	4.3	7	9.3	4.7	3.8
Copper	50	270	270	9.4	9.1	14	19	13	ND
Iron	NS	NS	NS	12,000	11,000	17,000	21,000	13,000	13,000
Lead	63	1000	400	ND	ND	6.4	8.7	ND	ND
Magnesium	NS	NS	NS	2,800	2,000	3,100	3,800	2,300	3,400
Manganese	1600	10000	2000	490	300	500	590	360	95
Nickel	30	310	140	11	13	24	26	17	15
Potassium	NS	NS	NS	ND	810	1,400	2,500	620	580
Sodium	NS	NS	NS	ND	370	910	ND	ND	480
Vanadium	NS	NS	NS	ND	14	23	26	18	ND
Zinc	109	10000	2200	28	20	28	39	23	38

Notes:

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg).
 ND = Compound not detected above method detection limit (see attached lab report for mdls)
 NS = No Standard

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)
BOLD = Concentration exceeds Residential Use (Track 2) Soil Cleanup Objectives

Underline = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives

DDC Project Number: MED608

Work Order Letter No.: 9635-LBA-3-R-9029

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Table 5. Summary of Target Analyte List Pesticides Detected in Soil
Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
Manhattan, New York

Pesticides	Unrestricted Use (Track 1) Soil Cleanup Objectives (SCOs)	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Residential Use (Track 2) Soil Cleanup Objectives	Sample ID, Date Collected, and Depth						
				SB01 11/5/2014 0 - 19	SB02 11/5/2014 0 - 20	SB03 11/5/2014 0 - 20	SB04 11/5/2014 0 - 19	SB05 11/5/2014 0 - 20	SB06 11/5/2014 0 - 20	
p,p'-DDE	0.0033	47	7.9	ND	ND	ND	ND	ND	ND	0.021
p,p'-DDT	0.0033	92	13	0.008	ND	ND	0.0034	ND	ND	0.026

Notes:

- All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)
- ND = Compound not detected above method detection limit (see attached lab report for mdls)
- NS = No Standard
- SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-6 Remedial Program Soil Cleanup Objectives (December 14, 2006)
- BOLD = Concentration exceeds Residential Use (Track 2) Soil Cleanup Objectives**
- Underline = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives

DDC Project Number: MED608

Work Order Letter No.: 9635-LBA-3-R-8029

AS-69

Table 6. Summary of Herbicides Detected in Soil
 Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
 Manhattan, New York

Herbicides	Unrestricted Use (Track 1) Soil Cleanup Objectives (SCOs)	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs)	Residential Use (Track 2) Soil Cleanup Objectives (SCOs)	Sample ID, Date Collected, and Depth					
				SB01	SB02	SB03	SB04	SB05	SB06
	NS	NS	NS	11/5/2014	11/5/2014	11/5/2014	11/5/2014	11/5/2014	11/5/2014
	NS	NS	NS	0 - 19	0 - 20	0 - 20	0 - 19	0 - 20	0 - 20
	NS	NS	NS	ND	ND	ND	ND	ND	ND

Notes:

- All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)
- ND = Compound not detected above method detection limit (see attached lab report for mdl's)
- NS = No Standard
- SCOs = Soil Cleanup Objectives as per the NYSEDEC Regulations 6 NYCRR Subpart 375-8 Remedial Program Soil Cleanup Objectives (December 14, 2006)
- ND = Concentration exceeds Residential Use (Track 2) Soil Cleanup Objectives**
- NS = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives**

DDC Project Number: MED608

Work Order Letter No.: 9835-LBA-3-R-9029

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Table 7. Summary of Polychlorinated Biphenyls Detected in Soil
 Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
 Manhattan, New York

PCBs	Unrestricted Use (Track 1) Soil Cleanup Objectives (SCOs) 0.1	Commercial Use (Track 2) Soil Cleanup Objectives (SCOs) 1	Residential Use (Track 2) Soil Cleanup Objectives (SCOs) 1	Sample ID, Date Collected, and Depth					
				SB01 11/5/2014 0 - 19	SB02 11/5/2014 0 - 20	SB03 11/5/2014 0 - 20	SB04 11/5/2014 0 - 19	SB05 11/5/2014 0 - 20	SB06 11/5/2014 0 - 20
				ND	ND	0.058*	ND	ND	ND

Notes:

All concentrations are in parts per million or milligrams per kilogram (ppm or mg/kg)

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

NS = No Standard

* Refers to the total concentration of PCBs in the sample

SCOs = Soil Cleanup Objectives as per the NYSDEC Regulations 6 NYCRR Subpart 375-8 Remedial Program Soil Cleanup Objectives (December 14, 2006)

BOLD = Concentration exceeds Residential Use (Track 2) Soil Cleanup Objectives

Underline = Concentration exceeds Unrestricted Use (Track 1) Soil Cleanup Objectives

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Table 8. Summary of Waste Classification Parameters Detected In Soil
Phase II Subsurface Corridor Investigation for Water Main Connector at Washington Square Park Area
Manhattan, New York

Parameter	RCRA Hazardous Waste Levels		Sample ID and Date Collected	
			WC01	WC02
			11/5/2014	11/5/2014
Ignitability	>140	°F	N/A	°F
pH	>2 and < 12.5		N/A	N/A
Reactive Cyanide	250	mg/kg	N/A	mg/kg
Reactive Sulfide	500	mg/kg	N/A	mg/kg
TPH	NS	mg/kg	ND	110
1,1-Dichloroethene	0.7	mg/L	ND	mg/L
1,2-Dichloroethane	0.5	mg/L	ND	mg/L
1,4-Dichlorobenzene	7.5	mg/L	ND	mg/L
2-Butanone	200	mg/L	ND	mg/L
Benzene	0.5	mg/L	ND	mg/L
Carbon tetrachloride	0.5	mg/L	ND	mg/L
Chlorobenzene	100	mg/L	ND	mg/L
Chloroform	6	mg/L	ND	0.0019
Tetrachloroethene	0.7	mg/L	ND	mg/L
Trichloroethene	0.5	mg/L	ND	mg/L
Vinyl Chloride	0.2	mg/L	ND	mg/L
2,4,5-Trichlorophenol	400	mg/L	ND	mg/L
2,4,6-Trichlorophenol	2	mg/L	ND	mg/L
2,4-Dinitrotoluene	0.13	mg/L	ND	mg/L
2-Methylphenol	200	mg/L	ND	mg/L
3&4-Methylphenol	200	mg/L	ND	mg/L
Hexachlorobenzene	0.13	mg/L	ND	mg/L
Hexachlorobutadiene	0.5	mg/L	ND	mg/L
Hexachloroethane	3	mg/L	ND	mg/L
Nitrobenzene	2	mg/L	ND	mg/L
Pentachlorophenol	100	mg/L	ND	mg/L
Pyridine	5	mg/L	ND	mg/L
Chlorodane	0.03	mg/L	ND	mg/L
Endrin	0.02	mg/L	ND	mg/L
Gamma-BHC	0.4	mg/L	ND	mg/L
Heptachlor	0.008	mg/L	ND	mg/L
Heptachlor epoxide	0.008	mg/L	ND	mg/L
Methoxychlor	10	mg/L	ND	mg/L
Toxaphene	0.5	mg/L	ND	mg/L
2,4-D	10	mg/L	ND	mg/L
Silvex	1	mg/L	ND	mg/L
Arsenic	5	mg/L	ND	mg/L
Barium	100	mg/L	ND	0.38
Cadmium	1	mg/L	ND	mg/L
Chromium	5	mg/L	ND	mg/L
Lead	5	mg/L	ND	mg/L
Mercury	0.2	mg/L	ND	mg/L
Nickel	NS	mg/L	ND	mg/L
Selenium	1	mg/L	ND	mg/L
Silver	5	mg/L	ND	mg/L

Notes:

All concentrations are in parts per million, milligrams per kilogram, or milligrams per liter (ppm, mg/kg, or mg/L)

NS = No Standard

ND = Compound not detected above method detection limit (see attached lab report for mdl's)

N/A = Not Analyzed

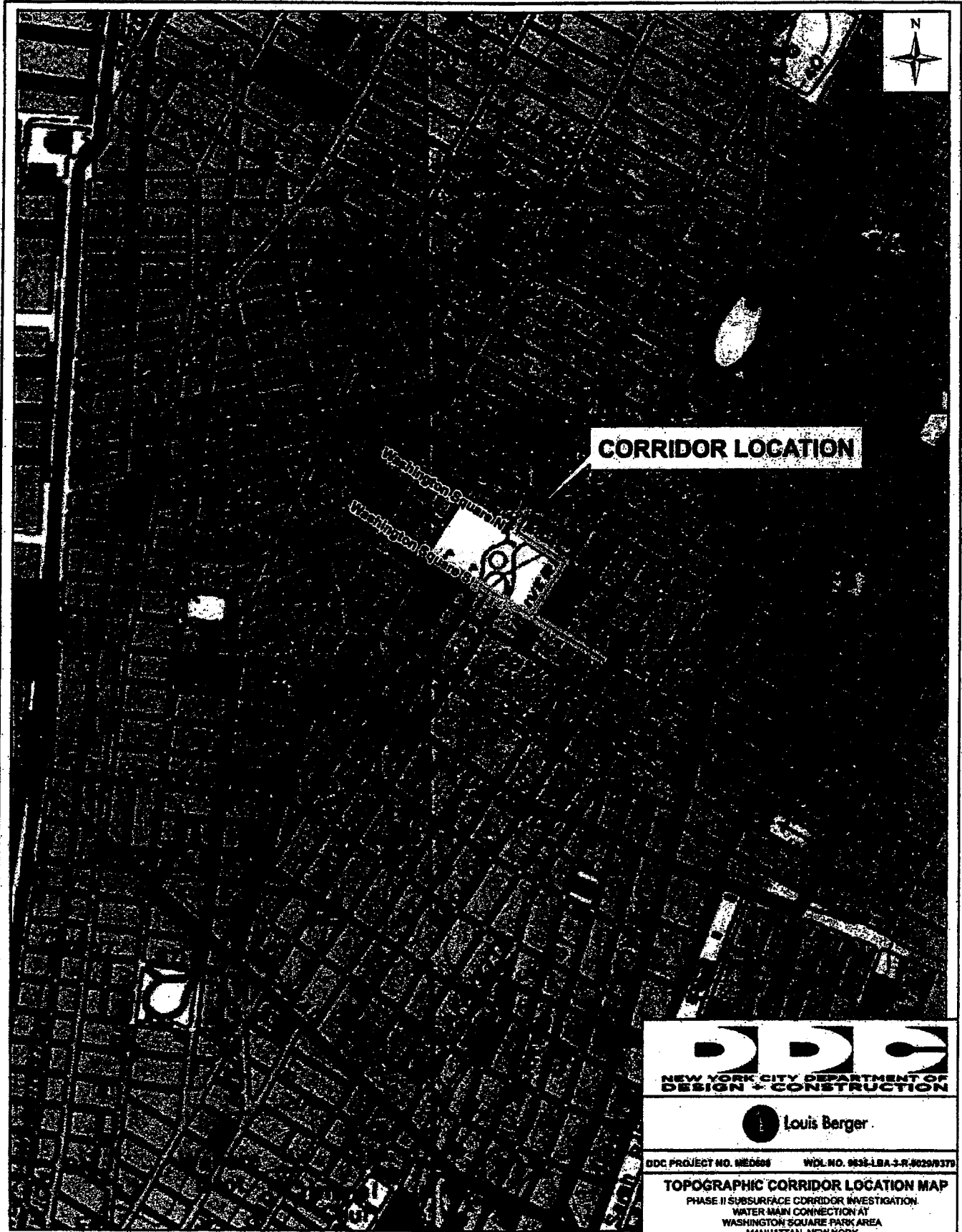
Bold = Positive detection

*F = Degrees Fahrenheit



Standard Concentration exceeds RCRA Hazardous Waste Levels



FIGURE 1 – TOPOGRAPHIC CORRIDOR LOCATION MAP



Source: USGS Quadrangle Jersey City, NJ and Brooklyn, NY

 NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION		
 Louis Berger		
DDC PROJECT NO. NED666	WDL NO. 9535-LBA 3-R-0029/0375	
TOPOGRAPHIC CORRIDOR LOCATION MAP PHASE II SUBSURFACE CORRIDOR INVESTIGATION WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK AREA MANHATTAN, NEW YORK		
SCALE: 1" = 1000'	12/3/2014	FIGURE: 1

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FIGURE 2 – SOIL BORING LOCATION PLAN

A5-75



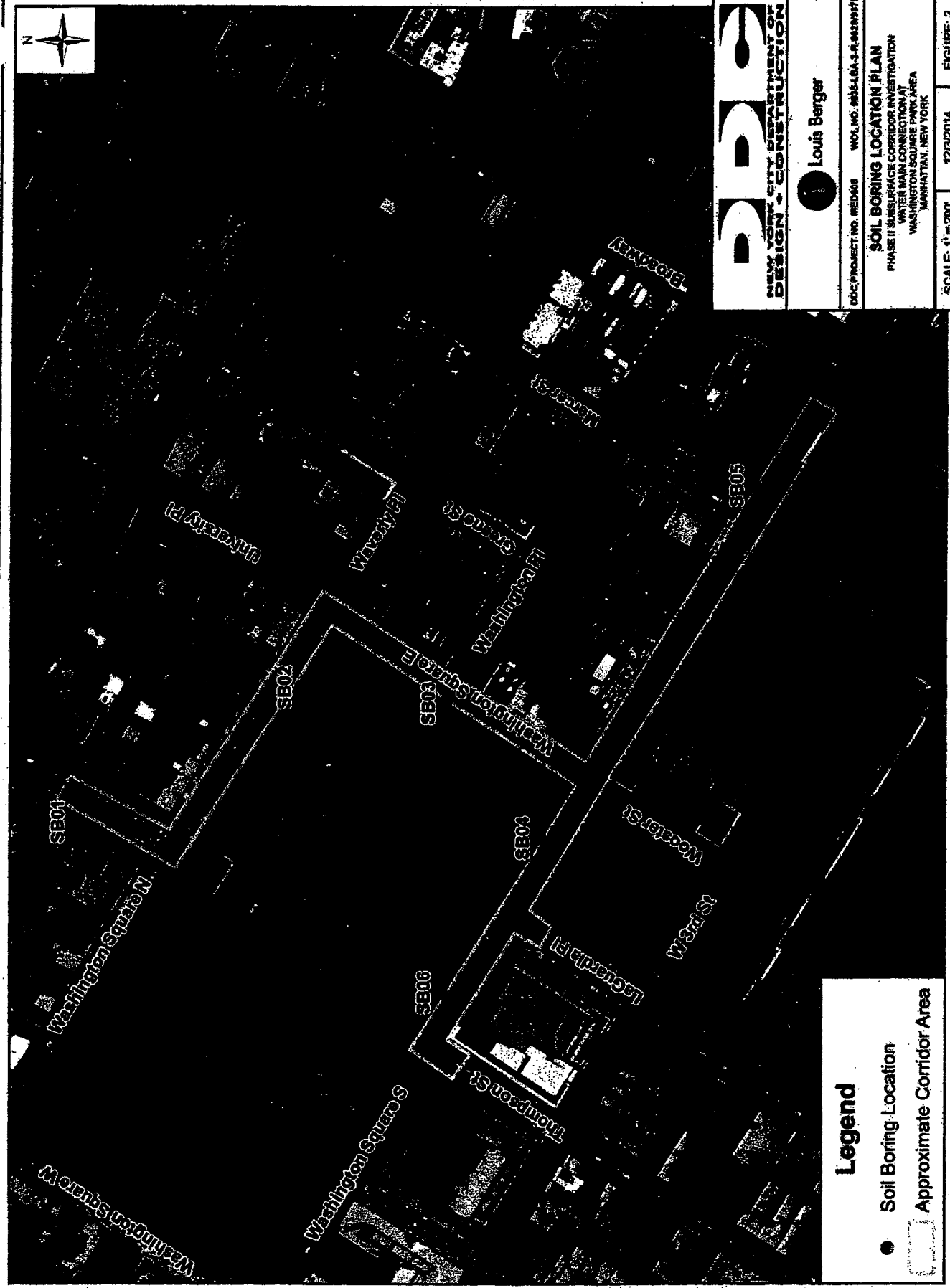
DBP
 NEW YORK CITY DEPARTMENT OF
 DESIGN + CONSTRUCTION

Louis Berger

DOC PROJECT NO. 1020011 VOL. NO. 0114-01A-3-R-00200170

SOIL BORING LOCATION PLAN
 PHASE II SUBSURFACE CORRIDOR INVESTIGATION
 WATER MAIN CONNECTION AT
 WASHINGTON SQUARE PARK AREA
 MANHATTAN, NEW YORK

SCALE: 1"=200' 12/3/2014 FIGURE: 2



Legend

- Soil Boring Location
- Approximate Corridor Area

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APPENDIX A
APRIL 2014 WORK PLAN FOR THE PHASE II SUBSURFACE
CORRIDOR INVESTIGATION

(Included on Attached CD)

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APPENDIX B
OCTOBER 2014 UNANTICIPATED DISCOVERY PLAN

(Included on Attached CD)



APPENDIX C
LANDMARKS PRESERVATION COMMISSION PERMITS

(Included on Attached CD)

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APPENDIX D
BORING LOCATION PLAN

Louis Berger
DDC CAPIS ID No. MED608

December 3, 2014
Work Order Letter No.(s) 9635-LBA-3-R-9029 &
9635-LBA-3-R-9379

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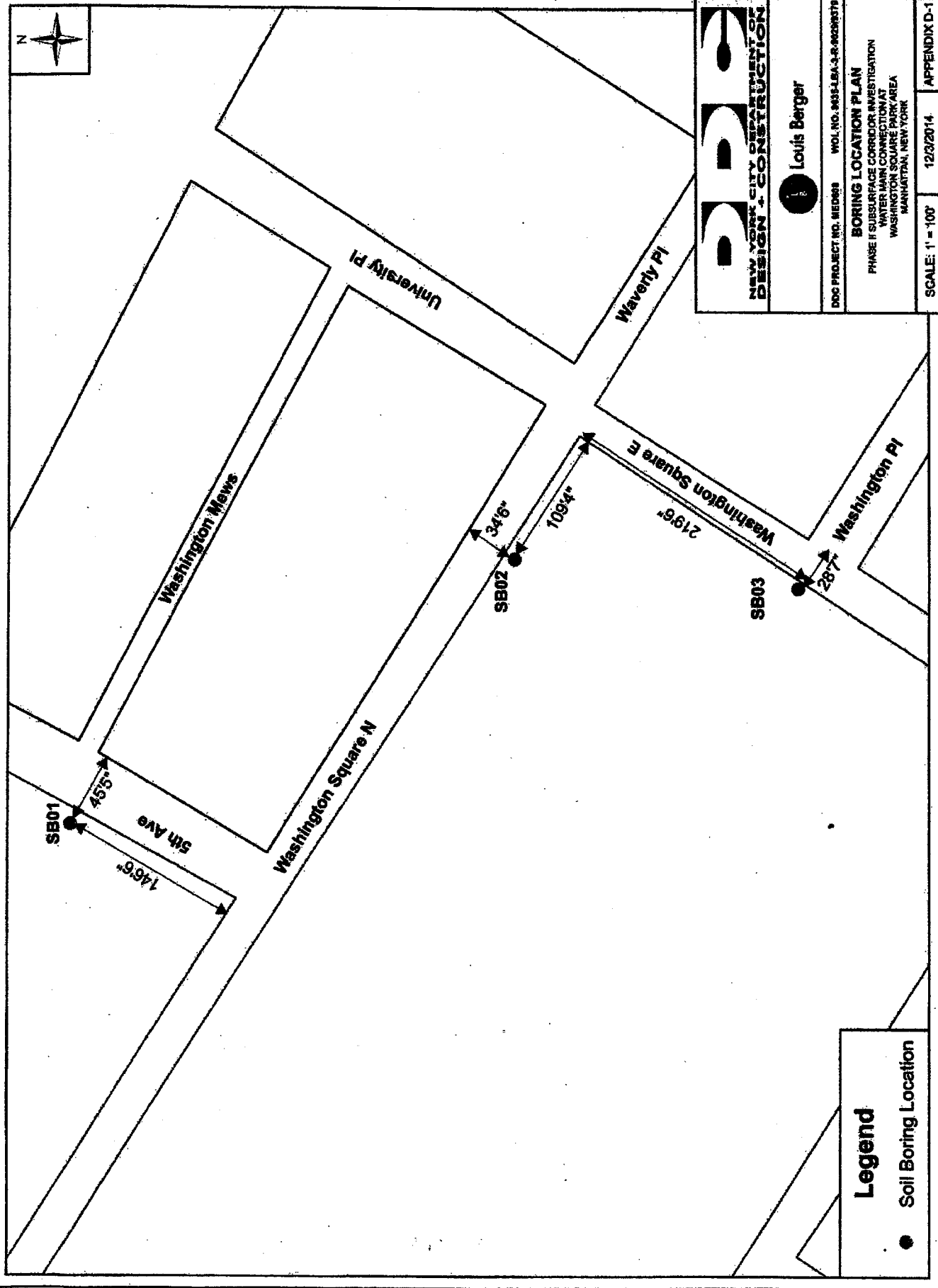


Louis Berger

DOC PROJECT NO. MED618 VOL. NO. 9819-LBA-3-R-9029079

BORING LOCATION PLAN
PHASE II SUBSURFACE CORRIDOR INVESTIGATION
WATER MAIN CONNECTION AT
WASHINGTON SQUARE PARK/AREA
MANHATTAN, NEW YORK

SCALE: 1" = 100' 12/2/2014 APPENDIX D-1



Legend

- Soil Boring Location

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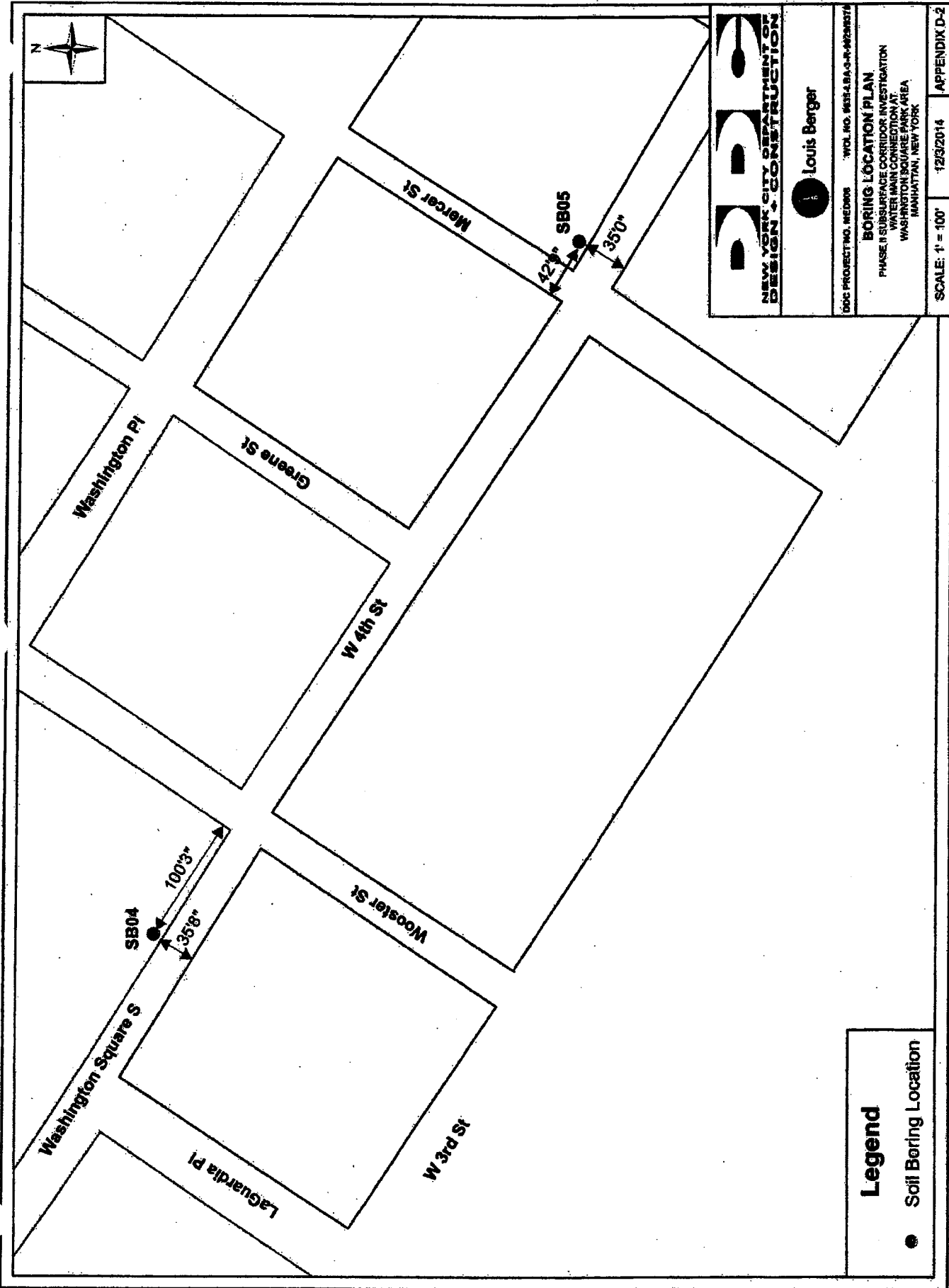
Louis Berger

DOC PROJECT NO. WED008 VOL. NO. 6034 BA-Q-R-0206374

BORING LOCATION PLAN

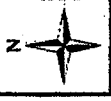
PHASE II SUBURFACE CORRIDOR INVESTIGATION
WATER MAIN CONNECTION AT
WASHINGTON SQUARE PARK AREA
MANHATTAN, NEW YORK

SCALE: 1" = 100' 12/3/2014 APPENDIX D-2



Legend
● Soil Boring Location

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Washington Square E

Washi



Louis Berger

DPC PROJECT NO: MED006 WOL NO: 1055-LB-A-3-R-00209370

BORING LOCATION PLAN

PHASE II SURFACE CORRIDOR INVESTIGATION
WATER MAIN CONNECTION AT
WASHINGTON SQUARE PARK AREA
MANHATTAN, NEW YORK

SCALE: 1" = 100' 12/3/2014 APPENDIX D-3

Wooster St

Washington Square S

Laguardia Pl

W 3rd St

49'5" SB06

35'3"

Thompson St

Legend

● Soil Boring Location

A5-83



APPENDIX E
BORING LOGS

Louis Berger
DDC CAPIS ID No. MED608

December 3, 2014
Work Order Letter No.(s) 9635-LBA-3-R-9029 &
9635-LBA-3-R-9379

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Louis Berger

Drilling Log

Page 1 of 3

BORING ID: SB01

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burnister Classification and Munsell Rock Color Chart. Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	0		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt, some medium to fine Gravel (10% fill material - woodchips); dry.	Gravelly Silty Sand (Fill)
	2							
	4							
	6		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt (10% fill material - woodchips); moist.	Silty Sand (Fill)

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Louis Berger

Drilling Log

Page 2 of 3

BORING ID: SB01
LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction **PROJECT NO:** 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI **FMS ID#:** MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc. **WOL #:** 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push **DATE STARTED:** 11/5/2014

BOREHOLE DATA **WELL DATA** **DATE FINISHED:** 11/5/2014

Diameter (in): 2 **Well Diameter:** N/A **DRILLER:** C. Migliore

Total Depth (ft): 20.00 **Total Depth (ft):** N/A **LBA INSPECTOR:** B. Gribble

Depth to Refusal (ft): N/A **Screen Length (ft):** N/A **NORTHING:** N/A

Depth to Water (ft): N/A **Depth to Water (ft):** N/A **EASTING:** N/A

Depth to Rock (ft): N/A **Slot Size:** N/A **SURFACE ELEVATION:** N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	8	FILL					Dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt (10% fill material - woodchips); moist.	
		FILL				0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, some Silt (15% fill material - woodchips); moist.	
	10	FILL				0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, some Silt (10% fill material - woodchips); moist.	
	12	FILL				0	Moderate yellowish brown (10YR5/4) to dark yellowish orange (10YR6/6) fine SAND, some Silt; dry.	

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Louis Berger

Drilling Log

Page 3 of 3

BORING ID: SB01

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (In): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	14	FILL					Moderate yellowish brown (10YR5/4) to dark yellowish orange (10YR6/6) fine SAND, some Silt; dry.	
		FILL				0	Moderate yellowish brown (10YR5/4) to dark yellowish orange (10YR6/6) fine SAND, some Silt; dry.	
	16	FILL				0	Dark yellowish brown (10YR4/2) coarse to fine SAND, trace Silt, trace fine Gravel (15% fill material - asphalt, woodchips); dry.	Sand (Fill)
		SM				0	Moderate yellowish brown (10YR5/4) fine SAND, some Silt; moist.	Silty Sand
	18	ML				0	Moderate yellowish brown (10YR5/4) Clayey Silt; moist.	Clayey Silt
								Collected grab sample SB01 from 18.0 to 18.5 ft bgs and composite sample from 0 to 19.0 ft bgs End of Boring at 20 ft bgs
	20							

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Louis Berger

Drilling Log

Page 1 of 3

BORING ID: SB02

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft. bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	0		FILL			0	Dusty yellowish brown (10YR2/2) coarse to fine SAND, some Silt (10% fill material - woodchips); dry.	Silty Sand (Fill)
	2							
	4							
	6		FILL			0	Dusty yellowish brown (10YR2/2) coarse to fine SAND, some Silt (10% fill material - woodchips); dry.	

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Louis Berger

Drilling Log

Page 2 of 3

BORING ID: SB02

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burnister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	8		FILL			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt; dry.	
	10		FILL			0	Moderate yellowish brown (10YR5/4) fine SAND, some Silt (10% fill material - asphalt, charcoal); dry.	
	12		SM			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) fine SAND, some Silt; dry.	Silty Sand

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Louis Berger

Drilling Log

Page 3 of 3

BORING ID: SB02

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	14		SM				Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) fine SAND, some Silt; dry.	
			SM			0	Moderate yellowish brown (10YR5/4) fine SAND, some Silt; moist.	
	16		ML			0	Moderate yellowish brown (10YR5/4) Clayey Silt; moist.	Clayey Silt
	18		SP			0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, trace Silt, trace fine Gravel ; moist.	Sand Collected grab sample SB02 from 19.0 to 19.5 ft bgs and composite sample from 0 to 20.0 ft bgs
	20		SP			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND, some medium to fine Gravel ; moist.	Gravelly Sand End of Boring at 20 ft bgs

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Louis Berger

Drilling Log

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BORING ID: SB03

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart. Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	0		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some medium to fine Gravel (10% fill material - asphalt, brick); dry.	Gravelly Sand (Fill)
	2							
	4							
	6		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some medium to fine Gravel (10% fill material - asphalt, brick); dry.	

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Louis Berger

Drilling Log

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BORING ID: SB03

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	8		FILL				Dark yellowish brown (10YR4/2) coarse to fine SAND, some medium to fine Gravel (10% fill material - asphalt, brick); dry.	
			FILL			0	Moderate yellowish brown (10YR5/4) fine SAND, some Silt (10% fill material - asphalt, charcoal); dry.	Silty Sand (Fill)
	10		FILL			0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, some medium to fine Gravel (10% fill material - asphalt); dry.	Gravelly Sand (Fill)
	12		FILL			0	Moderate yellowish brown (10YR5/4) fine SAND, some Silt; dry.	Silty Sand (Fill)

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Louis Berger

Drilling Log

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BORING ID: SB03

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	14		FILL				Moderate yellowish brown (10YR5/4) fine SAND, some Silt; dry.	
	16		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt (5% fill material - asphalt); dry.	
	18		SM			0	Dark yellowish brown (10YR4/2) to moderate yellowish brown (10YR5/4) coarse to fine SAND, some Silt; dry.	Silty Sand; Collected grab sample SB03 from 19.0 to 19.5 ft bgs and composite sample from 0 to 20.0 ft bgs
	20							End of Boring at 20 ft bgs

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Louis Berger

Drilling Log

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BORING ID: SB04

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart.
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	0		ASPHALT			0	Greenish gray (5GY6/1) Asphalt; dry.	Asphalt
	2		FILL			0	Dark yellowish brown (10YR4/2) to dusty yellowish brown (10YR2/2) coarse to fine SAND, trace medium to fine Gravel (10% fill material - asphalt); dry.	Sand (Fill)
	4							
	6		FILL			0	Dusty yellowish brown (10YR2/2) coarse to fine SAND (10% fill material - asphalt); dry.	

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Louis Berger

Drilling Log

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BORING ID: SB04

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart. Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
			FILL				Dusty yellowish brown (10YR2/2) coarse to fine SAND (10% fill material - asphalt); dry.	
	8		SP			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND; dry.	Sand
	10		SP			0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, some medium to fine Gravel; dry.	Gravelly Sand
	12		SP			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND; dry.	Sand

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Louis Berger

Drilling Log

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BORING ID: SB04

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	14		SP				Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND; dry.	
	16		SP			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND, trace Silt, trace fine Gravel; dry.	
	18		ML			0	Moderate yellowish brown (10YR5/4) SILT; dry.	Silt; Collected grab sample SB04 from 18.0 to 18.5 ft bgs and composite sample from 0 to 19.0 ft bgs
	20							End of Boring at 20 ft bgs

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Louis Berger

Drilling Log

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BORING ID: SB05

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	0	CONCRETE				0	Light olive gray (5Y6/1) Concrete; dry.	Concrete
	0	FILL				0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some medium Gravel (15% fill material - concrete, brick); dry.	Gravelly Sand (Fill)
	2							
	4							
	6	FILL				0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt, some medium to fine Gravel (20% fill material - concrete, brick, asphalt); dry.	Gravelly Silty Sand (Fill)

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Louis Berger

Drilling Log

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BORING ID: SB05

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	8		FILL			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND, some Silt, some medium to fine Gravel (20% fill material - concrete, brick, asphalt); dry.	
	10		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, trace Silt, some medium to fine Gravel (20% fill material - refuge, concrete, brick, asphalt); dry.	Gravelly Silt (Fill)
	12		FILL			0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, trace fine Gravel; dry.	Sand (Fill)
	12		FILL			0	Moderate yellowish brown (10YR5/4) fine SAND, some Clay; dry.	Clayey Sand (Fill)

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Louis Berger

Drilling Log

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BORING ID: SB05

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart.
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	14		FILL				Moderate yellowish brown (10YR5/4) fine SAND, some Clay; dry.	
	16		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some medium to fine Gravel (10% fill material - brick, asphalt); dry.	Gravelly Sand (Fill)
	18		SC			0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, some Clay; moist.	Clayey Sand Collected grab sample SB05 from 19.0 to 19.5 ft bgs and composite sample from 0 to 20.0 ft bgs
	20		SM			0	Moderate yellowish brown (10YR5/4) coarse to fine SAND, some Silt, some fine Gravel; moist.	Gravelly Silty Sand
								End of Boring at 20 ft bgs

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Louis Berger

Drilling Log

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BORING ID: SB06
LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction
PROJECT: Water Main Connection at Washington Square Park Phase II SCI
DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.
DRILLING METHOD: Direct Push

PROJECT NO: 3000647.203
FMS ID#: MED608
WOL #: 9635-LBA-3-R-9029/9379
DATE STARTED: 11/5/2014

BOREHOLE DATA		WELL DATA	
Diameter (in):	2	Well Diameter:	N/A
Total Depth (ft):	20.00	Total Depth (ft):	N/A
Depth to Refusal (ft):	N/A	Screen Length (ft):	N/A
Depth to Water (ft):	N/A	Depth to Water (ft):	N/A
Depth to Rock (ft):	N/A	Slot Size:	N/A

DATE FINISHED: 11/5/2014
DRILLER: C. Migliore
LBA INSPECTOR: B. Gribble
NORTHING: N/A
EASTING: N/A
SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	0		ASPHALT			0	Greenish gray (SGY6/1) Asphalt; dry.	Asphalt
	2		FILL			0	Dark yellowish brown (10YR4/2) coarse to fine SAND, some medium to fine Gravel (5% fill material - brick); dry.	Gravelly Sand (Fill)
	6		FILL			0	Dark yellowish brown (10YR4/2) fine SAND, some medium to fine Gravel (10% fill material - asphalt); dry.	

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Louis Berger

Drilling Log

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BORING ID: SB06

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burnister Classification and Munsell Rock Color Chart
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	8		FILL				Dark yellowish brown (10YR4/2) fine SAND, some medium to fine Gravel (10% fill material - asphalt); dry.	
	10		FILL			0	Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND, little Silt, some fine Gravel (5% fill material - asphalt); dry.	
	12							

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Louis Berger

Drilling Log

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BORING ID: SB06

LOCATION: Manhattan, NY

CLIENT: New York City Department of Design and Construction

PROJECT NO: 3000647.203

PROJECT: Water Main Connection at Washington Square Park Phase II SCI

FMS ID#: MED608

DRILLING CONTRACTOR: Aquifer Drilling and Testing, Inc.

WOL #: 9635-LBA-3-R-9029/9379

DRILLING METHOD: Direct Push

DATE STARTED: 11/5/2014

BOREHOLE DATA

WELL DATA

DATE FINISHED: 11/5/2014

Diameter (in): 2

Well Diameter: N/A

DRILLER: C. Migliore

Total Depth (ft): 20.00

Total Depth (ft): N/A

LBA INSPECTOR: B. Gribble

Depth to Refusal (ft): N/A

Screen Length (ft): N/A

NORTHING: N/A

Depth to Water (ft): N/A

Depth to Water (ft): N/A

EASTING: N/A

Depth to Rock (ft): N/A

Slot Size: N/A

SURFACE ELEVATION: N/A

NOTES: Soil description based on Unified Soil Classification System (USCS), Burmister Classification and Munsell Rock Color Chart.
Soil boring was pre-cleared to 6 ft bgs.

Well Construction	Depth	Lithology	USCS	Sample Interval	Sample Recovery	PID (ppm)	Description	Remarks
	14		FILL				Moderate yellowish brown (10YR5/4) to dark yellowish brown (10YR4/2) coarse to fine SAND, little Silt, some fine Gravel (5% fill material - asphalt); dry.	
	16		FILL			0	Dark yellowish brown (10YR4/2) to moderate brown (5YR3/4) coarse to fine SAND, little Silt, little medium to fine Gravel (5% fill material - asphalt); dry.	Sand (Fill) Collected grab sample SB06 from 19.0 to 19.5 ft bgs and composite sample from 0 to 20.0 ft bgs
	18		FILL			0	Dark yellowish orange (10YR6/6) fine SAND, some Silt, some medium to fine Gravel (5% fill material - asphalt); moist.	Gravelly Silty Sand
			ML			0	Pale yellowish brown (10YR6/2) to greenish gray (5GY6/1) SILT, trace Clay, some fine Sand; moist.	Sandy Silt
			SM			0	Greenish gray (5GY6/1) fine SAND, some Silt; moist.	Silty Sand
	20							End of Boring at 20 ft bgs

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**Cultural Resources Monitoring Protocol and
Unanticipated Discovery Plan: For the Phase II
Subsurface Corridor-Investigation for
Water Main Connection At Washington Square Park
New York, New York**

DDC PROJECT NO. MED608

TASK NO. 9635

Contract Registration No. 20141401626

LPC SRB 16-1376

Prepared for:



Bureau of Environmental and Geotechnical Services
30-30 Thomson Avenue, Fifth Floor
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Prepared by:



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Tel. (973) 407-1000
Fax (973) 267-6154
Project No. 3000647.203

October 31, 2014

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Introduction

Louis Berger & Associates, PC (Louis Berger) has been tasked to perform a Phase II Subsurface Corridor Investigation (SCI) on behalf of the New York City Department of Design and Construction (NYCDDC) in advance of the installation of water mains and associated work in the vicinity of Washington Square Park, New York, New York. The New York City Landmarks Preservation Commission (LPC) requested the preparation of an *Unanticipated Discovery Plan* in advance of proposed test bore excavations associated with the SCI. To satisfy LPC recommendations associated with the LPC Binding Report issued on August 13, 2104 (SRB 16-1376) and amendment dated October 9, 2014, and at the request of the DDC Project Manager, Louis Berger is contracted to provide the cultural resource services for the above referenced SCI.

Proposed soil boring activities include the advancement of six soil borings, using a Geoprobe direct push drill rig, along the length of Fifth Avenue between Washington Mews and Washington Square North, the street along Washington Square North between Fifth Avenue and University Place, and the entire length of Washington Square East to Thompson Street, including the intersections of LaGuardia Place and Thompson Street (Figure 1). The soil borings will be advanced to the soil/groundwater interface, or to a maximum depth of 20 feet below ground surface or to the top of bedrock.

Monitoring Protocol

Louis Berger's archaeological monitoring will be conducted in accordance with the current *Standards for Cultural Resources Investigations and Curation of Archaeological Collections in New York State* of the New York Archaeological Council (NYAC), the New York City LPC's "Guidelines for Archaeological Work in New York City" (2002) (LPC Guidelines), and the "Guidelines for the Used of Archaeological Monitoring as an Alternative to Other Field Techniques" (NYAC, 4/26/2002).

Prior to soil boring activities, the Louis Berger archaeologist will conduct a brief awareness meeting with all on-site personnel detailing the need for archaeological monitoring and the protocol to be followed in the event that a previously unidentified archaeological resource or item of possible historic or cultural importance is discovered during the soil boring activities.

A Louis Berger RPA-certified archaeologist will be on site and will monitor all soil boring excavations and activities. The archaeologist will document the excavations, the exposed

stratigraphy, the presence/absence of cultural material in the test bore locations, and the potential significance and integrity of any exposed archaeological resources. This documentation will include field notes and observations regarding soil color and texture, measurements, photographs, drawings, and/or maps, as warranted. Any field documentation will be provided to Louis Berger and NYCDDC upon request.

In the event that a previously unidentified archaeological resource or item of possible historic or cultural importance is discovered during ground-disturbing activities, the archaeologist will halt the excavations to inspect the resource (see below).

Unanticipated Discovery Plan

The on-site archaeologist will assess the nature of any unanticipated archaeological discovery to determine the potential significance and integrity of the resource. Louis Berger will notify NYCDDC of the discovery and will provide an evaluation of the potential significance of the resource and a recommendation on whether or not future treatment is needed.

If the resource is determined not to be significant, then the soil borings may resume.

If the on-site archaeologist determines that an archaeological discovery represents a potentially significant resource, NYCDDC or a representative for NYCDDC will subsequently contact LPC and the New York State Office of Parks, Recreation and Historic Preservation/State Historic Preservation Officer (OPRHP) for further consultation regarding the unanticipated discovery.

If after consultation the resource is determined not to be significant, then the soil borings may resume.

If the on-site archaeologist determines that the archaeological discovery represents a potentially significant resource and LPC and OPRHP concur with this determination, then NYCDDC will request recommendations from LPC and OPRHP regarding a plan for additional archaeological investigations and/or mitigation of the identified archaeological resource. This plan may include visits to the discovery location by LPC and OPRHP or other interested parties. Test borings in the area of the archaeological discovery will not resume until all required fieldwork and required consultation are completed. Upon receipt of LPC and OPRHP concurrence that all required fieldwork has been completed, work at the location of the archaeological discovery may resume. At the request of NYCDDC, Louis Berger will document the decision of significance and the resource per guidelines and/or recommendations provided

by LPC and ORPHP. Such documentation may include the preparation of a Monitoring Report per Section 6.51 of LPC's Guidelines.

If human remains are identified, all work along the corridor that could affect the integrity or harm the remains will immediately stop. The New York City Police Department (NYPD) and the New York City Office of the Chief Medical Examiner (OCME) will be immediately notified by the on-site archaeologist. "Human remains" may be full burials or they may be represented only by an individual bone or tooth. In the case of Native American remains, it should be noted that burials may be represented only by decomposing bones found in the ground in an area of darker soil; or they may be more recent burials with identifiable caskets or their remains. All discoveries of potential human remains must be reported and appropriately addressed. It is imperative that all burial sites, human remains, and funerary objects be treated with dignity and respect, and that all measures be taken to protect such remains from undue harm. Contact information for the agencies that will be contacted in the event that potential human remains have been identified is provided below.

Contact Information:

LPC: Amanda Sutphin, Director of Archaeology
1 Centre Street, 9N
New York, NY 10007
212-669-7823
asutphin@lpc.nyc.gov

OPRHP: Philip A. Perazio, Archaeologist
P.O. Box 189, Waterford, NY 12188-0189
Delaware Avenue, Cohoes, NY 12047
518-237-8643 ext. 3276
Philip.Perazio@oprhp.state.ny.us

NYPD: 6th Precinct
233 West 10th Street
New York, NY 10014
212-741-4811

OCME: Dr. Bradley Adams
520 First Avenue
New York, NY 10016
212-447-7571

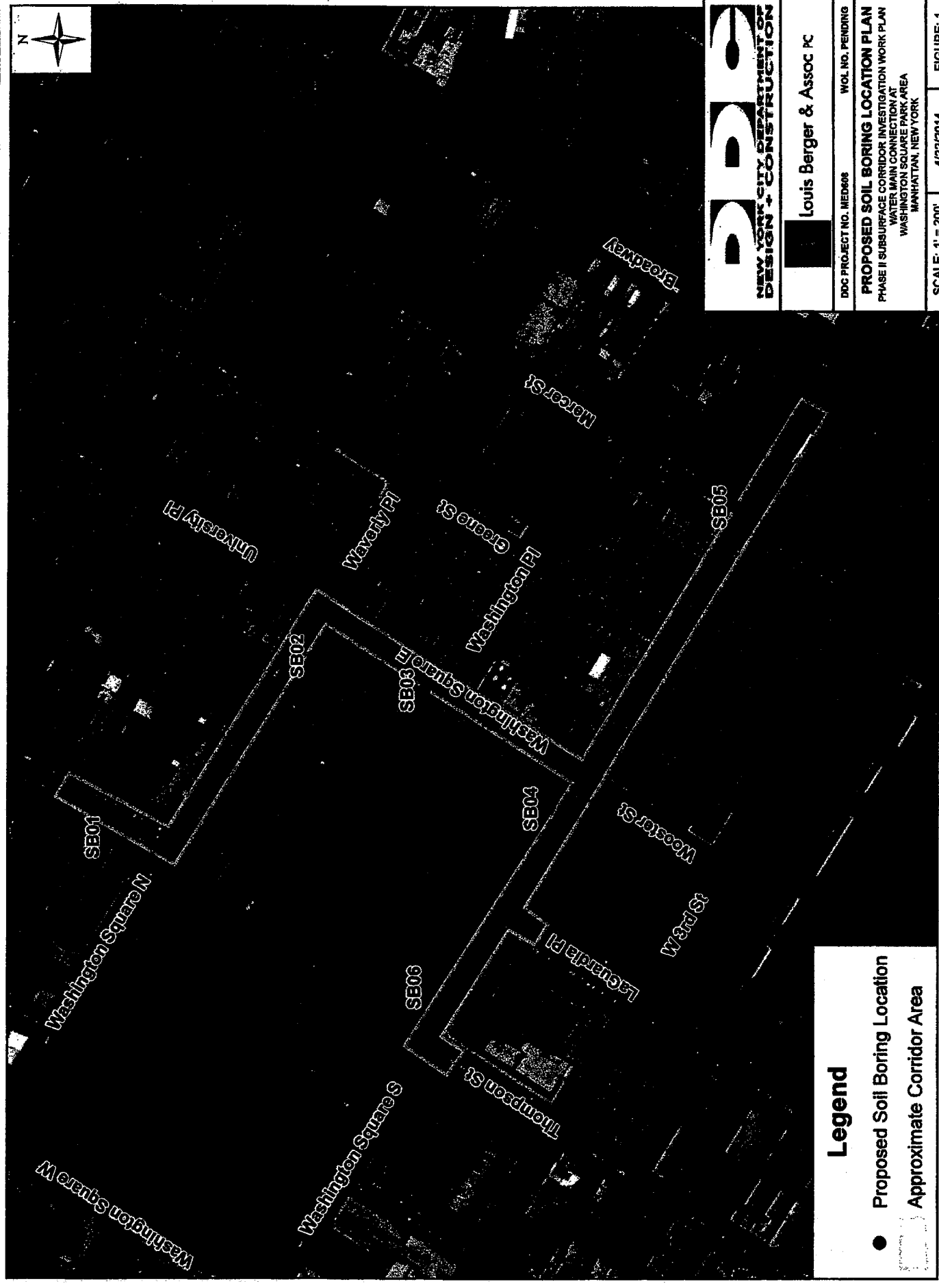


Louis Berger & Assoc PC

DDC PROJECT NO. MED608 WOL NO. PENDING

PROPOSED SOIL BORING LOCATION PLAN
PHASE II SUBSURFACE CORRIDOR INVESTIGATION WORK PLAN
WATER MAIN CONNECTION AT
WASHINGTON SQUARE PARK AREA
MANHATTAN, NEW YORK

SCALE: 1" = 200' 4/22/2014 FIGURE: 1



Legend

- Proposed Soil Boring Location
- - - - - Approximate Corridor Area

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NO TEXT ON THIS PAGE

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THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK NY 10007
TEL: 212 669 7700 FAX: 212 669 7780



BINDING REPORT

ISSUE DATE: 08/13/14	DOCKET #: 159767	SRB #: SRB 16-1376
ADDRESS: VARIOUS STREETS <u>HISTORIC DISTRICT</u> MULTIPLE DISTRICTS	BOROUGH: MANHATTAN	BLOCK/LOT: 7777 / 777

To the Mayor, the Council, and the Associate Commissioner, Department of Design and Construction

This report is issued pursuant to Sections 3020 and 854 (h) of the New York City Charter and Section 25-318 of the Administrative Code of the City of New York, which require a report from the Landmarks Preservation Commission for certain plans for the construction, reconstruction, alteration, or demolition of any improvement or proposed improvement which is owned by the City or is to be constructed upon property owned by the City and is or is to be located on a landmark site or in a historic district or which contains an interior landmark.

The Landmarks Preservation Commission has reviewed a proposal for the installation of a subsurface water main in the vicinity of Washington Square Park, and located within the NoHo and Greenwich Village Historic Districts. The proposed work consists of the select removal and in-kind replacement of sidewalk paving and roadbed materials, including concrete, bluestone, granite and bluestone curbs, granite cobblestone, and asphalt hexagonal pavers; the installation of pedestrian corner ramps in select locations, consisting of tinted concrete and a granite curb; the replacement of fire hydrants (A.P. Smith Type with decorative fender caps); and the removal and replacement of fourteen (14) cobra-head type light poles; as shown in existing condition photographs, written specifications, written statement dated July 3, 2014, prepared by Jeremy Woodoff, and drawings 1 through 24 dated May 27, 2014, prepared by the New York City Department of Design and Construction.

The Commission notes that where present, the bluestone, granite, and other significant paving materials, are among the features that contribute to the special architectural and historic character of the NoHo and Greenwich Village Historic Districts.

With regard to this proposal, the Commission finds that the existing fire hydrants and light poles to be replaced are not significant architectural features of the districts; that the in-kind replacement of the paving materials will maintain a consistent sidewalk and streetscape treatment within the districts; and that the proposed work will help maintain the city's infrastructure and water main system. Based on these

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findings, the Commission determines the proposed work to be appropriate to the NoHo and Greenwich Village Historic Districts. The work, therefore, is approved.

This report is issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the Commission if the actual building or site conditions vary from those stated in the application or if original or historic building fabric is discovered. The Commission reserves the right to amend or revoke this permit, upon written notice to the applicant, in the event that the actual building or site conditions are materially different from those described in the application or disclosed during the review process.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of approval. The work is limited to what is contained in the perforated documents. Other work or amendments to this filing must be reviewed and approved separately. This report constitutes the permit; a copy must be prominently displayed at the site while work is in progress. Please direct inquiries to Carly Bond.

Meenakshi Srinivasan
Meenakshi Srinivasan
Chair

cc: Jared Knowles, Deputy Director of Preservation/LPC

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THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK NY 10007
TEL: 212 669-7700 FAX: 212 669-7780



October 9, 2014

ISSUED TO:

Eric Boorslyn
NYC DDC
30-30 Thomsen Ave
Long Island City, NY 11101

Re: MISCELLANEOUS/AMENDMENTS
LPC - 163476
MISC 16-3655
VARIOUS STREETS
HISTORIC DISTRICT
MULTIPLE DISTRICTS
Borough of Manhattan
Block/Lot: 7777 / 777

Pursuant to Section 25-306 of the Administrative Code of the City of New York, the Landmarks Preservation Commission issued Binding Report, SRB 16-1376 on August 13, 2014, for a proposal to install water mains and associated work in the vicinity of Washington Square Park and located within the NoHo and Greenwich Village Historic Districts. Subsequently, the staff received a request to amend the permit.

The proposed amendment consists of a plan prepared by Louis Berger & Associates titled, "New York City Department of Design and Construction Phase II Subsurface Corridor Investigation Work Plan Water Main Connection at Washington Square Park, New York, NY," and dated April 23, 2014 showing the location of six borings.

With regard to this proposed amendment, the Commission notes that some of the borings are within areas that were once part of the city's potter's field and associated church burial grounds. Therefore, the Commission recommends that the Department of Design and Construction include an unanticipated discovery plan as part of the project specifications that delineates what must happen in case any human remains may be impacted by the proposed work. Provided this is done, the LPC finds that the plan is consistent with the scope of work described in the initial approval; therefore, SRB 16-1376 is hereby amended to incorporate the above-referenced plan.

This amendment is being issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the

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Issued: 10/9/14

DOCKET #: 163476

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Commission if the actual building or site conditions vary or if original building fabric is discovered. The Commission reserves the right to revoke this permit, upon written notice to the applicant, if the actual building conditions are materially different from those described in the application or disclosed during the review process.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of approval. The approved work is limited to what is contained in the perforated documents. Other work to this filing must be reviewed and approved separately. The applicant is hereby put on notice that performing or maintaining any work not explicitly authorized by this permit may make the applicant liable for criminal and/or civil penalties, including imprisonment and fines. This letter constitutes the permit amendment; a copy must be prominently displayed at the site while work is in progress. Please direct inquiries to Amanda Sutphin.



Amanda Sutphin

cc: Carly Bond, LPC

Project: Washington S.Phase II SCI

Client PO: 3000647.203

Report To: Louis Berger & Associates
48 Wall Street
16th Floor
New York, NY 10005

Attn: Breanna Gribble

Received Date: 11/5/2014

Report Date:

Deliverables: NYDOH-R

Lab ID: AC81811

Lab Project No: 4110528

This report is a true report of results obtained from our tests of this material. The report relates only to those samples received and analyzed by the laboratory. All results meet the requirements of the NELAC Institute standards. Laboratory reports may not be reproduced, except in full, without the written approval of the laboratory.

In lieu of a formal contract document, the total aggregate liability of Hampton-Clarke to all parties shall not exceed Hampton-Clarke's total fee for analytical services rendered.


Robin Cousineau - Quality Assurance Director

OR

Jean Revolus - Laboratory Director

NJ (07071)
PA (68-00463)

NY (ELAP11408)
KY (90124)

CT (PH-0871)

AS-U3

NJ (07071)
 PA (68-00463)
 CT (PH-0671)

NY (ELAP11408)
 KY (90124)

Report of Analysis

To: Louis Berger & Associates

48 Wall Street
 16th Floor
 New York

NY 10005

Attention: Breanna Gribble
 Project: Washington S.Phase II SCI

Date Submitted: 11/5/2014
 Date Reported: 11/18/2014

Lab#	AC81811-001	SampleID	SB01			
TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result	
AC81811-001	SB01			Date Collected	11/5/2014	
	% Solids SM2540G					
	% Solids	1	Percent		90	
	Chlorinated Herbicides 8151					
	2,4,6-T	1	mg/Kg	0.011	ND	
	2,4-D	1	mg/Kg	0.011	ND	
	Dicamba	1	mg/Kg	0.011	ND	
	Silvex	1	mg/Kg	0.011	ND	
	Mercury (Soil/Waste) 7471A					
	Mercury	1	mg/Kg	0.093	ND	
	Organochlorine Pesticides 8081					
	a-Chlordane	1	mg/Kg	0.0056	ND	
	Aldrin	1	mg/Kg	0.0056	ND	
	Alpha-BHC	1	mg/Kg	0.0011	ND	
	beta-BHC	1	mg/Kg	0.0011	ND	
	delta-BHC	1	mg/Kg	0.0056	ND	
	Dieldrin	1	mg/Kg	0.0011	ND	
	Endosulfan I	1	mg/Kg	0.0056	ND	
	Endosulfan II	1	mg/Kg	0.0056	ND	
	Endosulfan Sulfate	1	mg/Kg	0.0056	ND	
	Endrin	1	mg/Kg	0.0056	ND	
	Endrin Aldehyde	1	mg/Kg	0.0056	ND	
	Endrin Ketone	1	mg/Kg	0.0056	ND	
	gamma-BHC	1	mg/Kg	0.0011	ND	
	Heptachlor	1	mg/Kg	0.0056	ND	
	Heptachlor Epoxide	1	mg/Kg	0.0056	ND	
	Methoxychlor	1	mg/Kg	0.0056	ND	
	p,p'-DDD	1	mg/Kg	0.0028	ND	
	p,p'-DDE	1	mg/Kg	0.0028	ND	
	p,p'-DDT	1	mg/Kg	0.0028	0.0080	
	Toxaphene	1	mg/Kg	0.028	ND	
	γ-Chlordane	1	mg/Kg	0.0056	ND	
	PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.028	ND	
	Aroclor-1016	1	mg/Kg	0.028	ND	
	Aroclor-1221	1	mg/Kg	0.028	ND	
	Aroclor-1232	1	mg/Kg	0.028	ND	
	Aroclor-1242	1	mg/Kg	0.028	ND	
	Aroclor-1248	1	mg/Kg	0.028	ND	
	Aroclor-1254	1	mg/Kg	0.028	ND	
	Aroclor-1260	1	mg/Kg	0.028	ND	
	Aroclor-1262	1	mg/Kg	0.028	ND	
	Aroclor-1268	1	mg/Kg	0.028	ND	

ND = Not Detected

A5-114

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Semivolatile Organics (no search) 8270					
	1,1'-Biphenyl	1	mg/Kg	0.037	ND
	1,2,4,5-Tetrachlorobenzene	1	mg/Kg	0.037	ND
	2,3,4,6-Tetrachlorophenol	1	mg/Kg	0.037	ND
	2,4,5-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4,6-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4-Dichlorophenol	1	mg/Kg	0.0093	ND
	2,4-Dimethylphenol	1	mg/Kg	0.0093	ND
	2,4-Dinitrophenol	1	mg/Kg	0.19	ND
	2,4-Dinitrotoluene	1	mg/Kg	0.037	ND
	2,6-Dinitrotoluene	1	mg/Kg	0.037	ND
	2-Chloronaphthalene	1	mg/Kg	0.037	ND
	2-Chlorophenol	1	mg/Kg	0.037	ND
	2-Methylnaphthalene	1	mg/Kg	0.037	ND
	2-Methylphenol	1	mg/Kg	0.0093	ND
	2-Nitroaniline	1	mg/Kg	0.037	ND
	2-Nitrophenol	1	mg/Kg	0.037	ND
	3&4-Methylphenol	1	mg/Kg	0.0093	ND
	3,3'-Dichlorobenzidine	1	mg/Kg	0.037	ND
	3-Nitroaniline	1	mg/Kg	0.037	ND
	4,6-Dinitro-2-methylphenol	1	mg/Kg	0.19	ND
	4-Bromophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Chloro-3-methylphenol	1	mg/Kg	0.037	ND
	4-Chloroaniline	1	mg/Kg	0.018	ND
	4-Chlorophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Nitroaniline	1	mg/Kg	0.037	ND
	4-Nitrophenol	1	mg/Kg	0.037	ND
	Acenaphthene	1	mg/Kg	0.037	ND
	Acenaphthylene	1	mg/Kg	0.037	ND
	Acetophenone	1	mg/Kg	0.037	ND
	Anthracene	1	mg/Kg	0.037	ND
	Atrazine	1	mg/Kg	0.037	ND
	Benzaldehyde	1	mg/Kg	0.037	ND
	Benzo[a]anthracene	1	mg/Kg	0.037	ND
	Benzo[a]pyrene	1	mg/Kg	0.037	ND
	Benzo[b]fluoranthene	1	mg/Kg	0.037	ND
	Benzo[g,h,i]perylene	1	mg/Kg	0.0093	0.025
	Benzo[k]fluoranthene	1	mg/Kg	0.037	ND
	bis(2-Chloroethoxy)methane	1	mg/Kg	0.037	ND
	bis(2-Chloroethoxy)ether	1	mg/Kg	0.0093	ND
	bis(2-Chloroisopropyl)ether	1	mg/Kg	0.037	ND
	bis(2-Ethylhexyl)phthalate	1	mg/Kg	0.037	ND
	Butylbenzylphthalate	1	mg/Kg	0.037	ND
	Caprolactam	1	mg/Kg	0.037	ND
	Carbazole	1	mg/Kg	0.037	ND
	Chrysene	1	mg/Kg	0.037	ND
	Dibenzof[a,h]anthracene	1	mg/Kg	0.037	ND
	Dibenzofuran	1	mg/Kg	0.0093	ND
	Diethylphthalate	1	mg/Kg	0.037	ND
	Dimethylphthalate	1	mg/Kg	0.037	ND
	Di-n-butylphthalate	1	mg/Kg	0.019	ND
	Di-n-octylphthalate	1	mg/Kg	0.037	ND
	Fluoranthene	1	mg/Kg	0.037	0.047
	Fluorene	1	mg/Kg	0.037	ND
	Hexachlorobenzene	1	mg/Kg	0.037	ND
	Hexachlorobutadiene	1	mg/Kg	0.037	ND

ND = Not Detected

Lab#: AC81811-001

SampleID: SB01

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
	Hexachlorocyclopentadiene	1	mg/Kg	0.037	ND
	Hexachloroethane	1	mg/Kg	0.037	ND
	Indeno[1,2,3-cd]pyrene	1	mg/Kg	0.037	ND
	Isophorone	1	mg/Kg	0.037	ND
	Naphthalene	1	mg/Kg	0.0093	ND
	Nitrobenzene	1	mg/Kg	0.037	ND
	N-Nitroso-di-n-propylamine	1	mg/Kg	0.0093	ND
	N-Nitrosodiphenylamine	1	mg/Kg	0.037	ND
	Pentachlorophenol	1	mg/Kg	0.19	ND
	Phenanthrene	1	mg/Kg	0.037	ND
	Phenol	1	mg/Kg	0.037	ND
	Pyrene	1	mg/Kg	0.037	0.054
TAL Metals 6010					
	Aluminum	1	mg/Kg	220	6800
	Arsenic	1	mg/Kg	4.4	ND
	Barium	1	mg/Kg	11	18
	Calcium	1	mg/Kg	1100	ND
	Chromium	1	mg/Kg	5.6	8.6
	Cobalt	1	mg/Kg	2.8	5.2
	Copper	1	mg/Kg	5.6	9.4
	Iron	1	mg/Kg	220	12000
	Lead	1	mg/Kg	5.6	ND
	Magnesium	1	mg/Kg	560	2800
	Manganese	1	mg/Kg	11	490
	Nickel	1	mg/Kg	5.6	11
	Potassium	1	mg/Kg	560	ND
	Sodium	1	mg/Kg	280	ND
	Thallium	1	mg/Kg	1.7	ND
	Vanadium	1	mg/Kg	11	ND
	Zinc	1	mg/Kg	11	28
TAL Metals 6020					
	Antimony	1	mg/Kg	0.89	ND
	Beryllium	1	mg/Kg	0.22	ND
	Cadmium	1	mg/Kg	0.44	ND
	Selenium	1	mg/Kg	2.2	ND
	Silver	1	mg/Kg	0.22	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Volatile Organics (no search) 8260					
	1,1,1-Trichloroethane	1.08	mg/Kg	0.0024	ND
	1,1,2,2-Tetrachloroethane	1.08	mg/Kg	0.0024	ND
	1,1,2-Trichloro-1,2,2-trifluoroethane	1.08	mg/Kg	0.0024	ND
	1,1,2-Trichloroethane	1.08	mg/Kg	0.0024	ND
	1,1-Dichloroethane	1.08	mg/Kg	0.0024	ND
	1,1-Dichloroethene	1.08	mg/Kg	0.0024	ND
	1,2,3-Trichlorobenzene	1.08	mg/Kg	0.0024	ND
	1,2,4-Trichlorobenzene	1.08	mg/Kg	0.0024	ND
	1,2-Dibromo-3-chloropropane	1.08	mg/Kg	0.0024	ND
	1,2-Dibromoethane	1.08	mg/Kg	0.0024	ND
	1,2-Dichlorobenzene	1.08	mg/Kg	0.0024	ND
	1,2-Dichloroethane	1.08	mg/Kg	0.0012	ND
	1,2-Dichloropropane	1.08	mg/Kg	0.0024	ND
	1,3-Dichlorobenzene	1.08	mg/Kg	0.0024	ND
	1,4-Dichlorobenzene	1.08	mg/Kg	0.0024	ND
	1,4-Dioxane	1.08	mg/Kg	0.12	ND
	2-Butanone	1.08	mg/Kg	0.0024	ND
	2-Hexanone	1.08	mg/Kg	0.0024	ND
	4-Methyl-2-pentanone	1.08	mg/Kg	0.0024	ND
	Acetone	1.08	mg/Kg	0.012	ND
	Benzene	1.08	mg/Kg	0.0012	ND
	Bromochloromethane	1.08	mg/Kg	0.0024	ND
	Bromodichloromethane	1.08	mg/Kg	0.0024	ND
	Bromoform	1.08	mg/Kg	0.0024	ND
	Bromomethane	1.08	mg/Kg	0.0024	ND
	Carbon disulfide	1.08	mg/Kg	0.0024	ND
	Carbon tetrachloride	1.08	mg/Kg	0.0024	ND
	Chlorobenzene	1.08	mg/Kg	0.0024	ND
	Chloroethane	1.08	mg/Kg	0.0024	ND
	Chloroform	1.08	mg/Kg	0.0024	ND
	Chloromethane	1.08	mg/Kg	0.0024	ND
	cis-1,2-Dichloroethene	1.08	mg/Kg	0.0024	ND
	cis-1,3-Dichloropropene	1.08	mg/Kg	0.0024	ND
	Cyclohexane	1.08	mg/Kg	0.0024	ND
	Dibromochloromethane	1.08	mg/Kg	0.0024	ND
	Dichlorodifluoromethane	1.08	mg/Kg	0.0024	ND
	Ethylbenzene	1.08	mg/Kg	0.0012	ND
	Isopropylbenzene	1.08	mg/Kg	0.0012	ND
	m&p-Xylenes	1.08	mg/Kg	0.0012	ND
	Methyl Acetate	1.08	mg/Kg	0.0024	ND
	Methylcyclohexane	1.08	mg/Kg	0.0024	ND
	Methylene chloride	1.08	mg/Kg	0.0024	0.0048
	Methyl-t-butyl ether	1.08	mg/Kg	0.0012	ND
	o-Xylene	1.08	mg/Kg	0.0012	ND
	Styrene	1.08	mg/Kg	0.0024	ND
	Tetrachloroethene	1.08	mg/Kg	0.0024	ND
	Toluene	1.08	mg/Kg	0.0012	ND
	trans-1,2-Dichloroethene	1.08	mg/Kg	0.0024	ND
	trans-1,3-Dichloropropene	1.08	mg/Kg	0.0024	ND
	Trichloroethene	1.08	mg/Kg	0.0024	ND
	Trichlorofluoromethane	1.08	mg/Kg	0.0024	ND
	Vinyl chloride	1.08	mg/Kg	0.0024	ND
	Xylenes (Total)	1.08	mg/Kg	0.0012	ND

ND = Not Detected

Lab#: AC81811-002

SampleID: SB02

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-002	SB02			Date Collected	11/5/2014
% Solids SM2540G					
	% Solids	1	Percent		89
Chlorinated Herbicides 8151					
	2,4,5-T	1	mg/Kg	0.011	ND
	2,4-D	1	mg/Kg	0.011	ND
	Dicamba	1	mg/Kg	0.011	ND
	Silvex	1	mg/Kg	0.011	ND
Mercury (Soil/Waste) 7471A					
	Mercury	1	mg/Kg	0.094	ND
Organochlorine Pesticides 8081					
	α -Chlordane	1	mg/Kg	0.0056	ND
	Aldrin	1	mg/Kg	0.0056	ND
	Alpha-BHC	1	mg/Kg	0.0011	ND
	beta-BHC	1	mg/Kg	0.0011	ND
	delta-BHC	1	mg/Kg	0.0056	ND
	Dieldrin	1	mg/Kg	0.0011	ND
	Endosulfan I	1	mg/Kg	0.0056	ND
	Endosulfan II	1	mg/Kg	0.0056	ND
	Endosulfan Sulfate	1	mg/Kg	0.0056	ND
	Endrin	1	mg/Kg	0.0056	ND
	Endrin Aldehyde	1	mg/Kg	0.0056	ND
	Endrin Ketone	1	mg/Kg	0.0056	ND
	gamma-BHC	1	mg/Kg	0.0011	ND
	Heptachlor	1	mg/Kg	0.0056	ND
	Heptachlor Epoxide	1	mg/Kg	0.0056	ND
	Methoxychlor	1	mg/Kg	0.0056	ND
	p,p'-DDD	1	mg/Kg	0.0028	ND
	p,p'-DDE	1	mg/Kg	0.0028	ND
	p,p'-DDT	1	mg/Kg	0.0028	ND
	Toxaphene	1	mg/Kg	0.028	ND
	γ -Chlordane	1	mg/Kg	0.0056	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.028	ND
	Aroclor-1016	1	mg/Kg	0.028	ND
	Aroclor-1221	1	mg/Kg	0.028	ND
	Aroclor-1232	1	mg/Kg	0.028	ND
	Aroclor-1242	1	mg/Kg	0.028	ND
	Aroclor-1248	1	mg/Kg	0.028	ND
	Aroclor-1254	1	mg/Kg	0.028	ND
	Aroclor-1260	1	mg/Kg	0.028	ND
	Aroclor-1262	1	mg/Kg	0.028	ND
	Aroclor-1268	1	mg/Kg	0.028	ND

ND = Not Detected

Lab#: AC81811-002

SampleID: SR02

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Semivolatile Organics (no search) 8270					
	1,1'-Biphenyl	1	mg/Kg	0.037	ND
	1,2,4,5-Tetrachlorobenzene	1	mg/Kg	0.037	ND
	2,3,4,6-Tetrachlorophenol	1	mg/Kg	0.037	ND
	2,4,5-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4,6-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4-Dichlorophenol	1	mg/Kg	0.0094	ND
	2,4-Dimethylphenol	1	mg/Kg	0.0094	ND
	2,4-Dinitrophenol	1	mg/Kg	0.19	ND
	2,4-Dinitrotoluene	1	mg/Kg	0.037	ND
	2,6-Dinitrotoluene	1	mg/Kg	0.037	ND
	2-Chloronaphthalene	1	mg/Kg	0.037	ND
	2-Chlorophenol	1	mg/Kg	0.037	ND
	2-Methylnaphthalene	1	mg/Kg	0.037	ND
	2-Methylphenol	1	mg/Kg	0.0094	ND
	2-Nitroaniline	1	mg/Kg	0.037	ND
	2-Nitrophenol	1	mg/Kg	0.037	ND
	3&4-Methylphenol	1	mg/Kg	0.0094	ND
	3,3'-Dichlorobenzidine	1	mg/Kg	0.037	ND
	3-Nitroaniline	1	mg/Kg	0.037	ND
	4,6-Dinitro-2-methylphenol	1	mg/Kg	0.19	ND
	4-Bromophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Chloro-3-methylphenol	1	mg/Kg	0.037	ND
	4-Chloroaniline	1	mg/Kg	0.018	ND
	4-Chlorophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Nitroaniline	1	mg/Kg	0.037	ND
	4-Nitrophenol	1	mg/Kg	0.037	ND
	Acenaphthene	1	mg/Kg	0.037	ND
	Acenaphthylene	1	mg/Kg	0.037	ND
	Acetophenone	1	mg/Kg	0.037	ND
	Anthracene	1	mg/Kg	0.037	ND
	Atrazine	1	mg/Kg	0.037	ND
	Benzaldehyde	1	mg/Kg	0.037	ND
	Benzo[a]anthracene	1	mg/Kg	0.037	ND
	Benzo[a]pyrene	1	mg/Kg	0.037	ND
	Benzo[b]fluoranthene	1	mg/Kg	0.037	ND
	Benzo[g,h,i]perylene	1	mg/Kg	0.0094	0.023
	Benzo[k]fluoranthene	1	mg/Kg	0.037	ND
	bis(2-Chloroethoxy)methane	1	mg/Kg	0.037	ND
	bis(2-Chloroethyl)ether	1	mg/Kg	0.0094	ND
	bis(2-Chloroisopropyl)ether	1	mg/Kg	0.037	ND
	bis(2-Ethylhexyl)phthalate	1	mg/Kg	0.037	0.062
	Butylbenzylphthalate	1	mg/Kg	0.037	ND
	Caprolactam	1	mg/Kg	0.037	ND
	Carbazole	1	mg/Kg	0.037	ND
	Chrysene	1	mg/Kg	0.037	ND
	Dibenzo[a,h]anthracene	1	mg/Kg	0.037	ND
	Dibenzofuran	1	mg/Kg	0.0094	ND
	Diethylphthalate	1	mg/Kg	0.037	ND
	Dimethylphthalate	1	mg/Kg	0.037	ND
	Di-n-butylphthalate	1	mg/Kg	0.019	ND
	Di-n-octylphthalate	1	mg/Kg	0.037	ND
	Fluoranthene	1	mg/Kg	0.037	ND
	Fluorene	1	mg/Kg	0.037	ND
	Hexachlorobenzene	1	mg/Kg	0.037	ND
	Hexachlorobutadiene	1	mg/Kg	0.037	ND

ND = Not Detected

Lab#: AC81811-002

SampleID: SB02

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
	Hexachlorocyclopentadiene	1	mg/Kg	0.037	ND
	Hexachloroethane	1	mg/Kg	0.037	ND
	Indeno[1,2,3-cd]pyrene	1	mg/Kg	0.037	ND
	Isophorone	1	mg/Kg	0.037	ND
	Naphthalene	1	mg/Kg	0.0094	ND
	Nitrobenzene	1	mg/Kg	0.037	ND
	N-Nitroso-di-n-propylamine	1	mg/Kg	0.0094	ND
	N-Nitrosodiphenylamine	1	mg/Kg	0.037	ND
	Pentachlorophenol	1	mg/Kg	0.19	ND
	Phenanthrene	1	mg/Kg	0.037	ND
	Phenol	1	mg/Kg	0.037	ND
	Pyrene	1	mg/Kg	0.037	ND
TAL Metals 6010					
	Aluminum	1	mg/Kg	220	5800
	Arsenic	1	mg/Kg	4.5	ND
	Barium	1	mg/Kg	11	33
	Calcium	1	mg/Kg	1100	ND
	Chromium	1	mg/Kg	5.6	11
	Cobalt	1	mg/Kg	2.8	4.3
	Copper	1	mg/Kg	5.6	9.1
	Iron	1	mg/Kg	220	11000
	Lead	1	mg/Kg	5.6	ND
	Magnesium	1	mg/Kg	560	2000
	Manganese	1	mg/Kg	11	300
	Nickel	1	mg/Kg	5.6	13
	Potassium	1	mg/Kg	560	810
	Sodium	1	mg/Kg	280	370
	Thallium	1	mg/Kg	1.7	ND
	Vanadium	1	mg/Kg	11	14
	Zinc	1	mg/Kg	11	20
TAL Metals 6020					
	Antimony	1	mg/Kg	0.90	ND
	Beryllium	1	mg/Kg	0.22	0.27
	Cadmium	1	mg/Kg	0.45	ND
	Selenium	1	mg/Kg	2.2	ND
	Silver	1	mg/Kg	0.22	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Volatile Organics (no search) 8260					
	1,1,1-Trichloroethane	0.876	mg/Kg	0.0020	ND
	1,1,2,2-Tetrachloroethane	0.876	mg/Kg	0.0020	ND
	1,1,2-Trichloro-1,2,2-trifluoroethane	0.876	mg/Kg	0.0020	ND
	1,1,2-Trichloroethane	0.876	mg/Kg	0.0020	ND
	1,1-Dichloroethane	0.876	mg/Kg	0.0020	ND
	1,1-Dichloroethene	0.876	mg/Kg	0.0020	ND
	1,2,3-Trichlorobenzene	0.876	mg/Kg	0.0020	ND
	1,2,4-Trichlorobenzene	0.876	mg/Kg	0.0020	ND
	1,2-Dibromo-3-chloropropane	0.876	mg/Kg	0.0020	ND
	1,2-Dibromoethane	0.876	mg/Kg	0.0020	ND
	1,2-Dichlorobenzene	0.876	mg/Kg	0.0020	ND
	1,2-Dichloroethane	0.876	mg/Kg	0.00098	ND
	1,2-Dichloropropane	0.876	mg/Kg	0.0020	ND
	1,3-Dichlorobenzene	0.876	mg/Kg	0.0020	ND
	1,4-Dichlorobenzene	0.876	mg/Kg	0.0020	ND
	1,4-Dioxane	0.876	mg/Kg	0.098	ND
	2-Butanone	0.876	mg/Kg	0.0020	ND
	2-Hexanone	0.876	mg/Kg	0.0020	ND
	4-Methyl-2-pentanone	0.876	mg/Kg	0.0020	ND
	Acetone	0.876	mg/Kg	0.0098	ND
	Benzene	0.876	mg/Kg	0.00098	ND
	Bromochloromethane	0.876	mg/Kg	0.0020	ND
	Bromodichloromethane	0.876	mg/Kg	0.0020	ND
	Bromoform	0.876	mg/Kg	0.0020	ND
	Bromomethane	0.876	mg/Kg	0.0020	ND
	Carbon disulfide	0.876	mg/Kg	0.0020	ND
	Carbon tetrachloride	0.876	mg/Kg	0.0020	ND
	Chlorobenzene	0.876	mg/Kg	0.0020	ND
	Chloroethane	0.876	mg/Kg	0.0020	ND
	Chloroform	0.876	mg/Kg	0.0020	ND
	Chloromethane	0.876	mg/Kg	0.0020	ND
	cis-1,2-Dichloroethene	0.876	mg/Kg	0.0020	ND
	cis-1,3-Dichloropropene	0.876	mg/Kg	0.0020	ND
	Cyclohexane	0.876	mg/Kg	0.0020	ND
	Dibromochloromethane	0.876	mg/Kg	0.0020	ND
	Dichlorodifluoromethane	0.876	mg/Kg	0.0020	ND
	Ethylbenzene	0.876	mg/Kg	0.00098	ND
	Isopropylbenzene	0.876	mg/Kg	0.00098	ND
	m&p-Xylenes	0.876	mg/Kg	0.00098	ND
	Methyl Acetate	0.876	mg/Kg	0.0020	ND
	Methylcyclohexane	0.876	mg/Kg	0.0020	ND
	Methylene chloride	0.876	mg/Kg	0.0020	0.0021
	Methyl-t-butyl ether	0.876	mg/Kg	0.00098	ND
	o-Xylene	0.876	mg/Kg	0.00098	ND
	Styrene	0.876	mg/Kg	0.0020	ND
	Tetrachloroethene	0.876	mg/Kg	0.0020	ND
	Toluene	0.876	mg/Kg	0.00098	ND
	trans-1,2-Dichloroethene	0.876	mg/Kg	0.0020	ND
	trans-1,3-Dichloropropene	0.876	mg/Kg	0.0020	ND
	Trichloroethene	0.876	mg/Kg	0.0020	ND
	Trichlorofluoromethane	0.876	mg/Kg	0.0020	ND
	Vinyl chloride	0.876	mg/Kg	0.0020	ND
	Xylenes (Total)	0.876	mg/Kg	0.00098	ND

ND = Not Detected

Lab#: AC81811-003

SampleID: SB03

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-003	SB03				
			Date Collected	11/5/2014	
% Solids SM2540G					
	% Solids	1	Percent		89
Chlorinated Herbicides 8151					
	2,4,5-T	1	mg/Kg	0.011	ND
	2,4-D	1	mg/Kg	0.011	ND
	Dicamba	1	mg/Kg	0.011	ND
	Sivex	1	mg/Kg	0.011	ND
Mercury (Soil/Waste) 7471A					
	Mercury	1	mg/Kg	0.094	ND
Organochlorine Pesticides 8081					
	a-Chlordane	1	mg/Kg	0.0056	ND
	Aldrin	1	mg/Kg	0.0056	ND
	Alpha-BHC	1	mg/Kg	0.0011	ND
	beta-BHC	1	mg/Kg	0.0011	ND
	delta-BHC	1	mg/Kg	0.0056	ND
	Dieldrin	1	mg/Kg	0.0011	ND
	Endosulfan I	1	mg/Kg	0.0056	ND
	Endosulfan II	1	mg/Kg	0.0056	ND
	Endosulfan Sulfate	1	mg/Kg	0.0056	ND
	Endrin	1	mg/Kg	0.0056	ND
	Endrin Aldehyde	1	mg/Kg	0.0056	ND
	Endrin Ketone	1	mg/Kg	0.0056	ND
	gamma-BHC	1	mg/Kg	0.0011	ND
	Heptachlor	1	mg/Kg	0.0056	ND
	Heptachlor Epoxide	1	mg/Kg	0.0056	ND
	Methoxychlor	1	mg/Kg	0.0056	ND
	p,p'-DDD	1	mg/Kg	0.0028	ND
	p,p'-DDE	1	mg/Kg	0.0028	ND
	p,p'-DDT	1	mg/Kg	0.0028	ND
	Toxaphene	1	mg/Kg	0.028	ND
	gamma-Chlordane	1	mg/Kg	0.0056	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.028	ND
	Aroclor-1016	1	mg/Kg	0.028	ND
	Aroclor-1221	1	mg/Kg	0.028	ND
	Aroclor-1232	1	mg/Kg	0.028	ND
	Aroclor-1242	1	mg/Kg	0.028	ND
	Aroclor-1248	1	mg/Kg	0.028	ND
	Aroclor-1254	1	mg/Kg	0.028	ND
	Aroclor-1260	1	mg/Kg	0.028	ND
	Aroclor-1262	1	mg/Kg	0.028	ND
	Aroclor-1268	1	mg/Kg	0.028	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Semivolatile Organics (no search) 8270					
	1,1'-Biphenyl	1	mg/Kg	0.037	ND
	1,2,4,5-Tetrachlorobenzene	1	mg/Kg	0.037	ND
	2,3,4,6-Tetrachlorophenol	1	mg/Kg	0.037	ND
	2,4,5-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4,6-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4-Dichlorophenol	1	mg/Kg	0.0094	ND
	2,4-Dimethylphenol	1	mg/Kg	0.0094	ND
	2,4-Dinitrophenol	1	mg/Kg	0.19	ND
	2,4-Dinitrotoluene	1	mg/Kg	0.037	ND
	2,6-Dinitrotoluene	1	mg/Kg	0.037	ND
	2-Chloronaphthalene	1	mg/Kg	0.037	ND
	2-Chlorophenol	1	mg/Kg	0.037	ND
	2-Methylnaphthalene	1	mg/Kg	0.037	ND
	2-Methylphenol	1	mg/Kg	0.0094	ND
	2-Nitroaniline	1	mg/Kg	0.037	ND
	2-Nitrophenol	1	mg/Kg	0.037	ND
	3&4-Methylphenol	1	mg/Kg	0.0094	ND
	3,3'-Dichlorobenzidine	1	mg/Kg	0.037	ND
	3-Nitroaniline	1	mg/Kg	0.037	ND
	4,6-Dinitro-2-methylphenol	1	mg/Kg	0.19	ND
	4-Bromophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Chloro-3-methylphenol	1	mg/Kg	0.037	ND
	4-Chloroaniline	1	mg/Kg	0.018	ND
	4-Chlorophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Nitroaniline	1	mg/Kg	0.037	ND
	4-Nitrophenol	1	mg/Kg	0.037	ND
	Acenaphthene	1	mg/Kg	0.037	ND
	Acenaphthylene	1	mg/Kg	0.037	ND
	Acetophenone	1	mg/Kg	0.037	ND
	Anthracene	1	mg/Kg	0.037	ND
	Atrazine	1	mg/Kg	0.037	ND
	Benzaldehyde	1	mg/Kg	0.037	ND
	Benzo[a]anthracene	1	mg/Kg	0.037	0.038
	Benzo[a]pyrene	1	mg/Kg	0.037	0.058
	Benzo[b]fluoranthene	1	mg/Kg	0.037	0.068
	Benzo[g,h,i]perylene	1	mg/Kg	0.0094	0.055
	Benzo[k]fluoranthene	1	mg/Kg	0.037	ND
	bis(2-Chloroethoxy)methane	1	mg/Kg	0.037	ND
	bis(2-Chloroethyl)ether	1	mg/Kg	0.0094	ND
	bis(2-Chloroisopropyl)ether	1	mg/Kg	0.037	ND
	bis(2-Ethylhexyl)phthalate	1	mg/Kg	0.037	ND
	Butylbenzylphthalate	1	mg/Kg	0.037	ND
	Caprolactam	1	mg/Kg	0.037	ND
	Carbazole	1	mg/Kg	0.037	ND
	Chrysene	1	mg/Kg	0.037	ND
	Dibenzo[a,h]anthracene	1	mg/Kg	0.037	ND
	Dibenzofuran	1	mg/Kg	0.0094	ND
	Diethylphthalate	1	mg/Kg	0.037	ND
	Dimethylphthalate	1	mg/Kg	0.037	ND
	Di-n-butylphthalate	1	mg/Kg	0.019	ND
	Di-n-octylphthalate	1	mg/Kg	0.037	ND
	Fluoranthene	1	mg/Kg	0.037	ND
	Fluorene	1	mg/Kg	0.037	ND
	Hexachlorobenzene	1	mg/Kg	0.037	ND
	Hexachlorobutadiene	1	mg/Kg	0.037	ND

ND = Not Detected

Lab#: AC81811-003

SampleID: SB03

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
	Hexachlorocyclopentadiene	1	mg/Kg	0.037	ND
	Hexachloroethane	1	mg/Kg	0.037	ND
	Indeno[1,2,3-cd]pyrene	1	mg/Kg	0.037	0.047
	Isophorone	1	mg/Kg	0.037	ND
	Naphthalene	1	mg/Kg	0.0094	ND
	Nitrobenzene	1	mg/Kg	0.037	ND
	N-Nitroso-di-n-propylamine	1	mg/Kg	0.0094	ND
	N-Nitrosodiphenylamine	1	mg/Kg	0.037	ND
	Pentachlorophenol	1	mg/Kg	0.19	ND
	Phenanthrene	1	mg/Kg	0.037	ND
	Phenol	1	mg/Kg	0.037	ND
	Pyrene	1	mg/Kg	0.037	ND
TAL Metals 6010					
	Aluminum	1	mg/Kg	220	7300
	Arsenic	1	mg/Kg	4.5	ND
	Barium	1	mg/Kg	11	83
	Calcium	1	mg/Kg	1100	1700
	Chromium	1	mg/Kg	5.6	23
	Cobalt	1	mg/Kg	2.8	7.0
	Copper	1	mg/Kg	5.6	14
	Iron	1	mg/Kg	220	17000
	Lead	1	mg/Kg	5.6	6.4
	Magnesium	1	mg/Kg	560	3100
	Manganese	1	mg/Kg	11	500
	Nickel	1	mg/Kg	5.6	24
	Potassium	1	mg/Kg	560	1400
	Sodium	1	mg/Kg	280	910
	Thallium	1	mg/Kg	1.7	ND
	Vanadium	1	mg/Kg	11	23
	Zinc	1	mg/Kg	11	28
TAL Metals 6020					
	Antimony	1	mg/Kg	0.90	ND
	Beryllium	1	mg/Kg	0.22	0.24
	Cadmium	1	mg/Kg	0.45	ND
	Selenium	1	mg/Kg	2.2	ND
	Silver	1	mg/Kg	0.22	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Volatile Organics (no search) 8260					
	1,1,1-Trichloroethane	1.15	mg/Kg	0.0026	ND
	1,1,2,2-Tetrachloroethane	1.15	mg/Kg	0.0026	ND
	1,1,2-Trichloro-1,2,2-trifluoroethane	1.15	mg/Kg	0.0026	ND
	1,1,2-Trichloroethane	1.15	mg/Kg	0.0026	ND
	1,1-Dichloroethane	1.15	mg/Kg	0.0026	ND
	1,1-Dichloroethene	1.15	mg/Kg	0.0026	ND
	1,2,3-Trichlorobenzene	1.15	mg/Kg	0.0026	ND
	1,2,4-Trichlorobenzene	1.15	mg/Kg	0.0026	ND
	1,2-Dibromo-3-chloropropane	1.15	mg/Kg	0.0026	ND
	1,2-Dibromoethane	1.15	mg/Kg	0.0026	ND
	1,2-Dichlorobenzene	1.15	mg/Kg	0.0026	ND
	1,2-Dichloroethane	1.15	mg/Kg	0.0013	ND
	1,2-Dichloropropane	1.15	mg/Kg	0.0026	ND
	1,3-Dichlorobenzene	1.15	mg/Kg	0.0026	ND
	1,4-Dichlorobenzene	1.15	mg/Kg	0.0026	ND
	1,4-Dioxane	1.15	mg/Kg	0.13	ND
	2-Butanone	1.15	mg/Kg	0.0026	ND
	2-Hexanone	1.15	mg/Kg	0.0026	ND
	4-Methyl-2-pentanone	1.15	mg/Kg	0.0026	ND
	Acetone	1.15	mg/Kg	0.013	ND
	Benzene	1.15	mg/Kg	0.0013	ND
	Bromochloromethane	1.15	mg/Kg	0.0026	ND
	Bromodichloromethane	1.15	mg/Kg	0.0026	ND
	Bromoform	1.15	mg/Kg	0.0026	ND
	Bromomethane	1.15	mg/Kg	0.0026	ND
	Carbon disulfide	1.15	mg/Kg	0.0026	ND
	Carbon tetrachloride	1.15	mg/Kg	0.0026	ND
	Chlorobenzene	1.15	mg/Kg	0.0026	ND
	Chloroethane	1.15	mg/Kg	0.0026	ND
	Chloroform	1.15	mg/Kg	0.0026	ND
	Chloromethane	1.15	mg/Kg	0.0026	ND
	cis-1,2-Dichloroethene	1.15	mg/Kg	0.0026	ND
	cis-1,3-Dichloropropene	1.15	mg/Kg	0.0026	ND
	Cyclohexane	1.15	mg/Kg	0.0026	ND
	Dibromochloromethane	1.15	mg/Kg	0.0026	ND
	Dichlorodifluoromethane	1.15	mg/Kg	0.0026	ND
	Ethylbenzene	1.15	mg/Kg	0.0013	ND
	Isopropylbenzene	1.15	mg/Kg	0.0013	ND
	m&p-Xylenes	1.15	mg/Kg	0.0013	ND
	Methyl Acetate	1.15	mg/Kg	0.0026	ND
	Methylcyclohexane	1.15	mg/Kg	0.0026	ND
	Methylene chloride	1.15	mg/Kg	0.0026	0.0056
	Methyl-t-butyl ether	1.15	mg/Kg	0.0013	ND
	o-Xylene	1.15	mg/Kg	0.0013	ND
	Styrene	1.15	mg/Kg	0.0026	ND
	Tetrachloroethene	1.15	mg/Kg	0.0026	ND
	Toluene	1.15	mg/Kg	0.0013	ND
	trans-1,2-Dichloroethene	1.15	mg/Kg	0.0026	ND
	trans-1,3-Dichloropropene	1.15	mg/Kg	0.0026	ND
	Trichloroethene	1.15	mg/Kg	0.0026	ND
	Trichlorofluoromethane	1.15	mg/Kg	0.0026	ND
	Vinyl chloride	1.15	mg/Kg	0.0026	ND
	Xylenes (Total)	1.15	mg/Kg	0.0013	ND

ND = Not Detected

Lab#: AC81811-004

SampleID: SB04

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-004	SB04		Date Collected	11/5/2014	
% Solids SM2540G					
	% Solids	1	Percent		90
Chlorinated Herbicides 8151					
	2,4,5-T	1	mg/Kg	0.011	ND
	2,4-D	1	mg/Kg	0.011	ND
	Dicamba	1	mg/Kg	0.011	ND
	Silvex	1	mg/Kg	0.011	ND
Mercury (Soil/Waste) 7471A					
	Mercury	1	mg/Kg	0.093	ND
Organochlorine Pesticides 8081					
	alpha-Chlordane	1	mg/Kg	0.0058	ND
	Aldrin	1	mg/Kg	0.0058	ND
	Alpha-BHC	1	mg/Kg	0.0011	ND
	beta-BHC	1	mg/Kg	0.0011	ND
	delta-BHC	1	mg/Kg	0.0058	ND
	Dieldrin	1	mg/Kg	0.0011	ND
	Endosulfan I	1	mg/Kg	0.0058	ND
	Endosulfan II	1	mg/Kg	0.0058	ND
	Endosulfan Sulfate	1	mg/Kg	0.0058	ND
	Endrin	1	mg/Kg	0.0058	ND
	Endrin Aldehyde	1	mg/Kg	0.0058	ND
	Endrin Ketone	1	mg/Kg	0.0058	ND
	gamma-BHC	1	mg/Kg	0.0011	ND
	Heptachlor	1	mg/Kg	0.0058	ND
	Heptachlor Epoxide	1	mg/Kg	0.0058	ND
	Methoxychlor	1	mg/Kg	0.0058	ND
	p,p'-DDD	1	mg/Kg	0.0028	ND
	p,p'-DDE	1	mg/Kg	0.0028	ND
	p,p'-DDT	1	mg/Kg	0.0028	0.0034
	Toxaphene	1	mg/Kg	0.028	ND
	gamma-Chlordane	1	mg/Kg	0.0058	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.028	ND
	Aroclor-1016	1	mg/Kg	0.028	ND
	Aroclor-1221	1	mg/Kg	0.028	ND
	Aroclor-1232	1	mg/Kg	0.028	ND
	Aroclor-1242	1	mg/Kg	0.028	ND
	Aroclor-1248	1	mg/Kg	0.028	ND
	Aroclor-1254	1	mg/Kg	0.028	ND
	Aroclor-1260	1	mg/Kg	0.028	ND
	Aroclor-1262	1	mg/Kg	0.028	ND
	Aroclor-1268	1	mg/Kg	0.028	ND

ND = Not Detected

Lab#: AC81811-004

SampleID: SB04

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Semivolatile Organics (no search) 8270					
	1,1'-Biphenyl	1	mg/Kg	0.037	ND
	1,2,4,6-Tetrachlorobenzene	1	mg/Kg	0.037	ND
	2,3,4,6-Tetrachlorophenol	1	mg/Kg	0.037	ND
	2,4,5-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4,6-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4-Dichlorophenol	1	mg/Kg	0.0093	ND
	2,4-Dimethylphenol	1	mg/Kg	0.0093	ND
	2,4-Dinitrophenol	1	mg/Kg	0.19	ND
	2,4-Dinitrotoluene	1	mg/Kg	0.037	ND
	2,6-Dinitrotoluene	1	mg/Kg	0.037	ND
	2-Chloronaphthalene	1	mg/Kg	0.037	ND
	2-Chlorophenol	1	mg/Kg	0.037	ND
	2-Methylnaphthalene	1	mg/Kg	0.037	ND
	2-Methylphenol	1	mg/Kg	0.0093	ND
	2-Nitroaniline	1	mg/Kg	0.037	ND
	2-Nitrophenol	1	mg/Kg	0.037	ND
	3&4-Methylphenol	1	mg/Kg	0.0093	ND
	3,3'-Dichlorobenzidine	1	mg/Kg	0.037	ND
	3-Nitroaniline	1	mg/Kg	0.037	ND
	4,6-Dinitro-2-methylphenol	1	mg/Kg	0.19	ND
	4-Bromophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Chloro-3-methylphenol	1	mg/Kg	0.037	ND
	4-Chloroaniline	1	mg/Kg	0.018	ND
	4-Chlorophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Nitroaniline	1	mg/Kg	0.037	ND
	4-Nitrophenol	1	mg/Kg	0.037	ND
	Acenaphthene	1	mg/Kg	0.037	ND
	Acenaphthylene	1	mg/Kg	0.037	ND
	Acetophenone	1	mg/Kg	0.037	ND
	Anthracene	1	mg/Kg	0.037	ND
	Atrazine	1	mg/Kg	0.037	ND
	Benzaldehyde	1	mg/Kg	0.037	ND
	Benzo[a]anthracene	1	mg/Kg	0.037	0.16
	Benzo[a]pyrene	1	mg/Kg	0.037	0.25
	Benzo[b]fluoranthene	1	mg/Kg	0.037	0.32
	Benzo[g,h,i]perylene	1	mg/Kg	0.0093	0.22
	Benzo[k]fluoranthene	1	mg/Kg	0.037	0.093
	bis(2-Chloroethoxy)methane	1	mg/Kg	0.037	ND
	bis(2-Chloroethyl)ether	1	mg/Kg	0.0093	ND
	bis(2-Chloroisopropyl)ether	1	mg/Kg	0.037	ND
	bis(2-Ethylhexyl)phthalate	1	mg/Kg	0.037	ND
	Butylbenzylphthalate	1	mg/Kg	0.037	ND
	Caprolactam	1	mg/Kg	0.037	ND
	Carbazole	1	mg/Kg	0.037	ND
	Chrysene	1	mg/Kg	0.037	0.16
	Dibenzo[a,h]anthracene	1	mg/Kg	0.037	0.062
	Dibenzofuran	1	mg/Kg	0.0093	ND
	Diethylphthalate	1	mg/Kg	0.037	ND
	Dimethylphthalate	1	mg/Kg	0.037	ND
	Di-n-butylphthalate	1	mg/Kg	0.019	0.21
	Di-n-octylphthalate	1	mg/Kg	0.037	ND
	Fluoranthene	1	mg/Kg	0.037	0.17
	Fluorene	1	mg/Kg	0.037	ND
	Hexachlorobenzene	1	mg/Kg	0.037	ND
	Hexachlorobutadiene	1	mg/Kg	0.037	ND

ND = Not Detected

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HC Project: 4110528

A5-127

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Lab#: AC81811-004

SampleID: SB04

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
	Hexachlorocyclopentadiene	1	mg/Kg	0.037	ND
	Hexachloroethane	1	mg/Kg	0.037	ND
	Indeno[1,2,3-cd]pyrene	1	mg/Kg	0.037	0.20
	Isophorone	1	mg/Kg	0.037	ND
	Naphthalene	1	mg/Kg	0.0093	ND
	Nitrobenzene	1	mg/Kg	0.037	ND
	N-Nitroso-di-n-propylamine	1	mg/Kg	0.0093	ND
	N-Nitrosodiphenylamine	1	mg/Kg	0.037	ND
	Pentachlorophenol	1	mg/Kg	0.19	ND
	Phenanthrene	1	mg/Kg	0.037	0.075
	Phenol	1	mg/Kg	0.037	ND
	Pyrene	1	mg/Kg	0.037	0.18
TAL Metals 6010					
	Aluminum	1	mg/Kg	220	11000
	Arsenic	1	mg/Kg	4.4	ND
	Barium	1	mg/Kg	11	110
	Calcium	1	mg/Kg	1100	2400
	Chromium	1	mg/Kg	5.6	22
	Cobalt	1	mg/Kg	2.8	9.3
	Copper	1	mg/Kg	5.6	19
	Iron	1	mg/Kg	220	21000
	Lead	1	mg/Kg	5.6	8.7
	Magnesium	1	mg/Kg	560	3800
	Manganese	1	mg/Kg	11	590
	Nickel	1	mg/Kg	5.6	26
	Potassium	1	mg/Kg	560	2500
	Sodium	1	mg/Kg	280	ND
	Thallium	1	mg/Kg	1.7	ND
	Vanadium	1	mg/Kg	11	28
	Zinc	1	mg/Kg	11	39
TAL Metals 6020					
	Antimony	1	mg/Kg	0.89	ND
	Beryllium	1	mg/Kg	0.22	0.52
	Cadmium	1	mg/Kg	0.44	ND
	Selenium	1	mg/Kg	2.2	ND
	Silver	1	mg/Kg	0.22	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Volatile Organics (no search) 8260					
	1,1,1-Trichloroethane	0.931	mg/Kg	0.0021	ND
	1,1,2,2-Tetrachloroethane	0.931	mg/Kg	0.0021	ND
	1,1,2-Trichloro-1,2,2-trifluoroethane	0.931	mg/Kg	0.0021	ND
	1,1,2-Trichloroethane	0.931	mg/Kg	0.0021	ND
	1,1-Dichloroethane	0.931	mg/Kg	0.0021	ND
	1,1-Dichloroethene	0.931	mg/Kg	0.0021	ND
	1,2,3-Trichlorobenzene	0.931	mg/Kg	0.0021	ND
	1,2,4-Trichlorobenzene	0.931	mg/Kg	0.0021	ND
	1,2-Dibromo-3-chloropropane	0.931	mg/Kg	0.0021	ND
	1,2-Dibromoethane	0.931	mg/Kg	0.0021	ND
	1,2-Dichlorobenzene	0.931	mg/Kg	0.0021	ND
	1,2-Dichloroethane	0.931	mg/Kg	0.0010	ND
	1,2-Dichloropropane	0.931	mg/Kg	0.0021	ND
	1,3-Dichlorobenzene	0.931	mg/Kg	0.0021	ND
	1,4-Dichlorobenzene	0.931	mg/Kg	0.0021	ND
	1,4-Dioxane	0.931	mg/Kg	0.10	ND
	2-Butanone	0.931	mg/Kg	0.0021	ND
	2-Hexanone	0.931	mg/Kg	0.0021	ND
	4-Methyl-2-pentanone	0.931	mg/Kg	0.0021	ND
	Acetone	0.931	mg/Kg	0.010	ND
	Benzene	0.931	mg/Kg	0.0010	ND
	Bromochloromethane	0.931	mg/Kg	0.0021	ND
	Bromodichloromethane	0.931	mg/Kg	0.0021	ND
	Bromoform	0.931	mg/Kg	0.0021	ND
	Bromomethane	0.931	mg/Kg	0.0021	ND
	Carbon disulfide	0.931	mg/Kg	0.0021	ND
	Carbon tetrachloride	0.931	mg/Kg	0.0021	ND
	Chlorobenzene	0.931	mg/Kg	0.0021	ND
	Chloroethane	0.931	mg/Kg	0.0021	ND
	Chloroform	0.931	mg/Kg	0.0021	ND
	Chloromethane	0.931	mg/Kg	0.0021	ND
	cis-1,2-Dichloroethene	0.931	mg/Kg	0.0021	ND
	cis-1,3-Dichloropropene	0.931	mg/Kg	0.0021	ND
	Cyclohexane	0.931	mg/Kg	0.0021	ND
	Dibromochloromethane	0.931	mg/Kg	0.0021	ND
	Dichlorodifluoromethane	0.931	mg/Kg	0.0021	ND
	Ethylbenzene	0.931	mg/Kg	0.0010	ND
	Isopropylbenzene	0.931	mg/Kg	0.0010	ND
	m&p-Xylenes	0.931	mg/Kg	0.0010	ND
	Methyl Acetate	0.931	mg/Kg	0.0021	ND
	Methylcyclohexane	0.931	mg/Kg	0.0021	ND
	Methylene chloride	0.931	mg/Kg	0.0021	0.0035
	Methyl-t-butyl ether	0.931	mg/Kg	0.0010	ND
	o-Xylene	0.931	mg/Kg	0.0010	ND
	Styrene	0.931	mg/Kg	0.0021	ND
	Tetrachloroethene	0.931	mg/Kg	0.0021	ND
	Toluene	0.931	mg/Kg	0.0010	ND
	trans-1,2-Dichloroethene	0.931	mg/Kg	0.0021	ND
	trans-1,3-Dichloropropene	0.931	mg/Kg	0.0021	ND
	Trichloroethene	0.931	mg/Kg	0.0021	ND
	Trichlorofluoromethane	0.931	mg/Kg	0.0021	ND
	Vinyl chloride	0.931	mg/Kg	0.0021	ND
	Xylenes (Total)	0.931	mg/Kg	0.0010	ND

ND = Not Detected

Lab#: AC81811-005

SampleID: SB05

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-005	SB05		Date Collected	11/5/2014	
% Solids SM2540G					
	% Solids	1	Percent		87
Chlorinated Herbicides 8151					
	2,4,5-T	1	mg/Kg	0.011	ND
	2,4-D	1	mg/Kg	0.011	ND
	Dicamba	1	mg/Kg	0.011	ND
	Sivex	1	mg/Kg	0.011	ND
Mercury (Soil/Waste) 7471A					
	Mercury	1	mg/Kg	0.096	ND
Organochlorine Pesticides 8081					
	α -Chlordane	1	mg/Kg	0.0057	ND
	Aldrin	1	mg/Kg	0.0057	ND
	Alpha-BHC	1	mg/Kg	0.0011	ND
	beta-BHC	1	mg/Kg	0.0011	ND
	delta-BHC	1	mg/Kg	0.0057	ND
	Dieldrin	1	mg/Kg	0.0011	ND
	Endosulfan I	1	mg/Kg	0.0057	ND
	Endosulfan II	1	mg/Kg	0.0057	ND
	Endosulfan Sulfate	1	mg/Kg	0.0057	ND
	Endrin	1	mg/Kg	0.0057	ND
	Endrin Aldehyde	1	mg/Kg	0.0057	ND
	Endrin Ketone	1	mg/Kg	0.0057	ND
	gamma-BHC	1	mg/Kg	0.0011	ND
	Heptachlor	1	mg/Kg	0.0057	ND
	Heptachlor Epoxide	1	mg/Kg	0.0057	ND
	Methoxychlor	1	mg/Kg	0.0057	ND
	p,p'-DDD	1	mg/Kg	0.0029	ND
	p,p'-DDE	1	mg/Kg	0.0029	ND
	p,p'-DDT	1	mg/Kg	0.0029	ND
	Toxaphene	1	mg/Kg	0.029	ND
	γ -Chlordane	1	mg/Kg	0.0057	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.029	ND
	Aroclor-1016	1	mg/Kg	0.029	ND
	Aroclor-1221	1	mg/Kg	0.029	ND
	Aroclor-1232	1	mg/Kg	0.029	ND
	Aroclor-1242	1	mg/Kg	0.029	ND
	Aroclor-1248	1	mg/Kg	0.029	ND
	Aroclor-1254	1	mg/Kg	0.029	ND
	Aroclor-1260	1	mg/Kg	0.029	ND
	Aroclor-1262	1	mg/Kg	0.029	ND
	Aroclor-1268	1	mg/Kg	0.029	ND

ND = Not Detected

Lab#: AC81811-005

SampleID: SB05

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Semivolatile Organics (no search) 8270					
	1,1'-Biphenyl	1	mg/Kg	0.038	ND
	1,2,4,5-Tetrachlorobenzene	1	mg/Kg	0.038	ND
	2,3,4,6-Tetrachlorophenol	1	mg/Kg	0.038	ND
	2,4,5-Trichlorophenol	1	mg/Kg	0.038	ND
	2,4,6-Trichlorophenol	1	mg/Kg	0.038	ND
	2,4-Dichlorophenol	1	mg/Kg	0.0096	ND
	2,4-Dimethylphenol	1	mg/Kg	0.0096	ND
	2,4-Dinitrophenol	1	mg/Kg	0.19	ND
	2,4-Dinitrotoluene	1	mg/Kg	0.038	ND
	2,6-Dinitrotoluene	1	mg/Kg	0.038	ND
	2-Chloronaphthalene	1	mg/Kg	0.038	ND
	2-Chlorophenol	1	mg/Kg	0.038	ND
	2-Methylnaphthalene	1	mg/Kg	0.038	ND
	2-Methylphenol	1	mg/Kg	0.0096	ND
	2-Nitroaniline	1	mg/Kg	0.038	ND
	2-Nitrophenol	1	mg/Kg	0.038	ND
	3&4-Methylphenol	1	mg/Kg	0.0096	ND
	3,3'-Dichlorobenzidine	1	mg/Kg	0.038	ND
	3-Nitroaniline	1	mg/Kg	0.038	ND
	4,6-Dinitro-2-methylphenol	1	mg/Kg	0.19	ND
	4-Bromophenyl-phenylether	1	mg/Kg	0.038	ND
	4-Chloro-3-methylphenol	1	mg/Kg	0.038	ND
	4-Chloroaniline	1	mg/Kg	0.018	ND
	4-Chlorophenyl-phenylether	1	mg/Kg	0.038	ND
	4-Nitroaniline	1	mg/Kg	0.038	ND
	4-Nitrophenol	1	mg/Kg	0.038	ND
	Acenaphthene	1	mg/Kg	0.038	ND
	Acenaphthylene	1	mg/Kg	0.038	ND
	Acetophenone	1	mg/Kg	0.038	ND
	Anthracene	1	mg/Kg	0.038	ND
	Atrazine	1	mg/Kg	0.038	ND
	Benzaldehyde	1	mg/Kg	0.038	ND
	Benzo[a]anthracene	1	mg/Kg	0.038	0.16
	Benzo[a]pyrene	1	mg/Kg	0.038	0.16
	Benzo[b]fluoranthene	1	mg/Kg	0.038	0.18
	Benzo[g,h,i]perylene	1	mg/Kg	0.0096	0.12
	Benzo[k]fluoranthene	1	mg/Kg	0.038	0.070
	bis(2-Chloroethoxy)methane	1	mg/Kg	0.038	ND
	bis(2-Chloroethyl)ether	1	mg/Kg	0.0096	ND
	bis(2-Chloroisopropyl)ether	1	mg/Kg	0.038	ND
	bis(2-Ethylhexyl)phthalate	1	mg/Kg	0.038	ND
	Butylbenzylphthalate	1	mg/Kg	0.038	ND
	Caprolactam	1	mg/Kg	0.038	ND
	Carbazole	1	mg/Kg	0.038	ND
	Chrysene	1	mg/Kg	0.038	0.14
	Dibenzo[a,h]anthracene	1	mg/Kg	0.038	ND
	Dibenzofuran	1	mg/Kg	0.0096	ND
	Diethylphthalate	1	mg/Kg	0.038	ND
	Dimethylphthalate	1	mg/Kg	0.038	ND
	Di-n-butylphthalate	1	mg/Kg	0.019	ND
	Di-n-octylphthalate	1	mg/Kg	0.038	ND
	Fluoranthene	1	mg/Kg	0.038	0.20
	Fluorene	1	mg/Kg	0.038	ND
	Hexachlorobenzene	1	mg/Kg	0.038	ND
	Hexachlorobutadiene	1	mg/Kg	0.038	ND

ND = Not Detected

Lab#: AC81811-005

SampleID: SB05

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
	Hexachlorocyclopentadiene	1	mg/Kg	0.038	ND
	Hexachloroethane	1	mg/Kg	0.038	ND
	Indeno[1,2,3-cd]pyrene	1	mg/Kg	0.038	0.11
	Isophorone	1	mg/Kg	0.038	ND
	Naphthalene	1	mg/Kg	0.0096	ND
	Nitrobenzene	1	mg/Kg	0.038	ND
	N-Nitroso-di-n-propylamine	1	mg/Kg	0.0096	ND
	N-Nitrosodiphenylamine	1	mg/Kg	0.038	ND
	Pentachlorophenol	1	mg/Kg	0.19	ND
	Phenanthrene	1	mg/Kg	0.038	0.069
	Phenol	1	mg/Kg	0.038	ND
	Pyrene	1	mg/Kg	0.038	0.22
TAL Metals 6010					
	Aluminum	1	mg/Kg	230	6800
	Arsenic	1	mg/Kg	4.6	ND
	Barium	1	mg/Kg	11	36
	Calcium	1	mg/Kg	1100	ND
	Chromium	1	mg/Kg	5.7	11
	Cobalt	1	mg/Kg	2.9	4.7
	Copper	1	mg/Kg	5.7	13
	Iron	1	mg/Kg	230	13000
	Lead	1	mg/Kg	5.7	ND
	Magnesium	1	mg/Kg	570	2300
	Manganese	1	mg/Kg	11	360
	Nickel	1	mg/Kg	5.7	17
	Potassium	1	mg/Kg	570	620
	Sodium	1	mg/Kg	290	ND
	Thallium	1	mg/Kg	1.7	ND
	Vanadium	1	mg/Kg	11	18
	Zinc	1	mg/Kg	11	23
TAL Metals 6020					
	Antimony	1	mg/Kg	0.92	ND
	Beryllium	1	mg/Kg	0.23	0.33
	Cadmium	1	mg/Kg	0.46	ND
	Selenium	1	mg/Kg	2.3	ND
	Silver	1	mg/Kg	0.23	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Volatile Organics (no search) 8260					
	1,1,1-Trichloroethane	0.909	mg/Kg	0.0021	ND
	1,1,2,2-Tetrachloroethane	0.909	mg/Kg	0.0021	ND
	1,1,2-Trichloro-1,2,2-trifluoroethane	0.909	mg/Kg	0.0021	ND
	1,1,2-Trichloroethane	0.909	mg/Kg	0.0021	ND
	1,1-Dichloroethane	0.909	mg/Kg	0.0021	ND
	1,1-Dichloroethene	0.909	mg/Kg	0.0021	ND
	1,2,3-Trichlorobenzene	0.909	mg/Kg	0.0021	ND
	1,2,4-Trichlorobenzene	0.909	mg/Kg	0.0021	ND
	1,2-Dibromo-3-chloropropane	0.909	mg/Kg	0.0021	ND
	1,2-Dibromoethane	0.909	mg/Kg	0.0021	ND
	1,2-Dichlorobenzene	0.909	mg/Kg	0.0021	ND
	1,2-Dichloroethane	0.909	mg/Kg	0.0010	ND
	1,2-Dichloropropane	0.909	mg/Kg	0.0021	ND
	1,3-Dichlorobenzene	0.909	mg/Kg	0.0021	ND
	1,4-Dichlorobenzene	0.909	mg/Kg	0.0021	ND
	1,4-Dioxane	0.909	mg/Kg	0.10	ND
	2-Butanone	0.909	mg/Kg	0.0021	ND
	2-Hexanone	0.909	mg/Kg	0.0021	ND
	4-Methyl-2-pentanone	0.909	mg/Kg	0.0021	ND
	Acetone	0.909	mg/Kg	0.010	ND
	Benzene	0.909	mg/Kg	0.0010	ND
	Bromochloromethane	0.909	mg/Kg	0.0021	ND
	Bromodichloromethane	0.909	mg/Kg	0.0021	ND
	Bromoform	0.909	mg/Kg	0.0021	ND
	Bromomethane	0.909	mg/Kg	0.0021	ND
	Carbon disulfide	0.909	mg/Kg	0.0021	ND
	Carbon tetrachloride	0.909	mg/Kg	0.0021	ND
	Chlorobenzene	0.909	mg/Kg	0.0021	ND
	Chloroethane	0.909	mg/Kg	0.0021	ND
	Chloroform	0.909	mg/Kg	0.0021	ND
	Chloromethane	0.909	mg/Kg	0.0021	ND
	cis-1,2-Dichloroethene	0.909	mg/Kg	0.0021	ND
	cis-1,3-Dichloropropene	0.909	mg/Kg	0.0021	ND
	Cyclohexane	0.909	mg/Kg	0.0021	ND
	Dibromochloromethane	0.909	mg/Kg	0.0021	ND
	Dichlorodifluoromethane	0.909	mg/Kg	0.0021	ND
	Ethylbenzene	0.909	mg/Kg	0.0010	ND
	Isopropylbenzene	0.909	mg/Kg	0.0010	ND
	m&p-Xylenes	0.909	mg/Kg	0.0010	ND
	Methyl Acetate	0.909	mg/Kg	0.0021	ND
	Methylcyclohexane	0.909	mg/Kg	0.0021	ND
	Methylene chloride	0.909	mg/Kg	0.0021	0.0042
	Methyl-t-butyl ether	0.909	mg/Kg	0.0010	ND
	o-Xylene	0.909	mg/Kg	0.0010	ND
	Styrene	0.909	mg/Kg	0.0021	ND
	Tetrachloroethene	0.909	mg/Kg	0.0021	ND
	Toluene	0.909	mg/Kg	0.0010	ND
	trans-1,2-Dichloroethene	0.909	mg/Kg	0.0021	ND
	trans-1,3-Dichloropropene	0.909	mg/Kg	0.0021	ND
	Trichloroethene	0.909	mg/Kg	0.0021	ND
	Trichlorofluoromethane	0.909	mg/Kg	0.0021	ND
	Vinyl chloride	0.909	mg/Kg	0.0021	ND
	Xylenes (Total)	0.909	mg/Kg	0.0010	ND

ND = Not Detected

Lab#: AC81811-006

SampleID: SB06

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-006	SB06		Date Collected	11/5/2014	
% Solids SM2540G					
	% Solids	1	Percent		91
Chlorinated Herbicides 8151					
	2,4,5-T	1	mg/Kg	0.011	ND
	2,4-D	1	mg/Kg	0.011	ND
	Dicamba	1	mg/Kg	0.011	ND
	Silvex	1	mg/Kg	0.011	ND
Mercury (Soil/Waste) 7471A					
	Mercury	1	mg/Kg	0.092	ND
Organochlorine Pesticides 8081					
	α -Chlordane	1	mg/Kg	0.0055	ND
	Aldrin	1	mg/Kg	0.0055	ND
	Alpha-BHC	1	mg/Kg	0.0011	ND
	beta-BHC	1	mg/Kg	0.0011	ND
	delta-BHC	1	mg/Kg	0.0055	ND
	Dieldrin	1	mg/Kg	0.0011	ND
	Endosulfan I	1	mg/Kg	0.0055	ND
	Endosulfan II	1	mg/Kg	0.0055	ND
	Endosulfan Sulfate	1	mg/Kg	0.0055	ND
	Endrin	1	mg/Kg	0.0055	ND
	Endrin Aldehyde	1	mg/Kg	0.0055	ND
	Endrin Ketone	1	mg/Kg	0.0055	ND
	gamma-BHC	1	mg/Kg	0.0011	ND
	Heptachlor	1	mg/Kg	0.0055	ND
	Heptachlor Epoxide	1	mg/Kg	0.0055	ND
	Methoxychlor	1	mg/Kg	0.0055	ND
	p,p'-DDD	1	mg/Kg	0.0027	ND
	p,p'-DDE	1	mg/Kg	0.0027	0.021
	p,p'-DDT	1	mg/Kg	0.0027	0.026
	Toxaphene	1	mg/Kg	0.027	ND
	γ -Chlordane	1	mg/Kg	0.0055	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.027	ND
	Aroclor-1016	1	mg/Kg	0.027	ND
	Aroclor-1221	1	mg/Kg	0.027	ND
	Aroclor-1232	1	mg/Kg	0.027	ND
	Aroclor-1242	1	mg/Kg	0.027	ND
	Aroclor-1248	1	mg/Kg	0.027	ND
	Aroclor-1254	1	mg/Kg	0.027	ND
	Aroclor-1260	1	mg/Kg	0.027	ND
	Aroclor-1262	1	mg/Kg	0.027	ND
	Aroclor-1268	1	mg/Kg	0.027	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Semivolatile Organics (no search) 8270					
	1,1'-Biphenyl	1	mg/Kg	0.037	ND
	1,2,4,5-Tetrachlorobenzene	1	mg/Kg	0.037	ND
	2,3,4,6-Tetrachlorophenol	1	mg/Kg	0.037	ND
	2,4,5-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4,6-Trichlorophenol	1	mg/Kg	0.037	ND
	2,4-Dichlorophenol	1	mg/Kg	0.0092	ND
	2,4-Dimethylphenol	1	mg/Kg	0.0092	ND
	2,4-Dinitrophenol	1	mg/Kg	0.18	ND
	2,4-Dinitrotoluene	1	mg/Kg	0.037	ND
	2,6-Dinitrotoluene	1	mg/Kg	0.037	ND
	2-Chloronaphthalene	1	mg/Kg	0.037	ND
	2-Chlorophenol	1	mg/Kg	0.037	ND
	2-Methylnaphthalene	1	mg/Kg	0.037	ND
	2-Methylphenol	1	mg/Kg	0.0092	ND
	2-Nitroaniline	1	mg/Kg	0.037	ND
	2-Nitrophenol	1	mg/Kg	0.037	ND
	3&4-Methylphenol	1	mg/Kg	0.0092	ND
	3,3'-Dichlorobenzidine	1	mg/Kg	0.037	ND
	3-Nitroaniline	1	mg/Kg	0.037	ND
	4,6-Dinitro-2-methylphenol	1	mg/Kg	0.18	ND
	4-Bromophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Chloro-3-methylphenol	1	mg/Kg	0.037	ND
	4-Chloroaniline	1	mg/Kg	0.017	ND
	4-Chlorophenyl-phenylether	1	mg/Kg	0.037	ND
	4-Nitroaniline	1	mg/Kg	0.037	ND
	4-Nitrophenol	1	mg/Kg	0.037	ND
	Acenaphthene	1	mg/Kg	0.037	ND
	Acenaphthylene	1	mg/Kg	0.037	ND
	Acetophenone	1	mg/Kg	0.037	ND
	Anthracene	1	mg/Kg	0.037	ND
	Atrazine	1	mg/Kg	0.037	ND
	Benzaldehyde	1	mg/Kg	0.037	ND
	Benzo[a]anthracene	1	mg/Kg	0.037	0.12
	Benzo[a]pyrene	1	mg/Kg	0.037	0.25
	Benzo[b]fluoranthene	1	mg/Kg	0.037	0.29
	Benzo[g,h,i]perylene	1	mg/Kg	0.0092	0.24
	Benzo[k]fluoranthene	1	mg/Kg	0.037	0.10
	bis(2-Chloroethoxy)methane	1	mg/Kg	0.037	ND
	bis(2-Chloroethyl)ether	1	mg/Kg	0.0092	ND
	bis(2-Chloroisopropyl)ether	1	mg/Kg	0.037	ND
	bis(2-Ethylhexyl)phthalate	1	mg/Kg	0.037	ND
	Butylbenzylphthalate	1	mg/Kg	0.037	ND
	Caprolactam	1	mg/Kg	0.037	ND
	Carbazole	1	mg/Kg	0.037	ND
	Chrysene	1	mg/Kg	0.037	0.13
	Dibenzo[a,h]anthracene	1	mg/Kg	0.037	0.069
	Dibenzofuran	1	mg/Kg	0.0092	ND
	Diethylphthalate	1	mg/Kg	0.037	ND
	Dimethylphthalate	1	mg/Kg	0.037	ND
	Di-n-butylphthalate	1	mg/Kg	0.018	ND
	Di-n-octylphthalate	1	mg/Kg	0.037	ND
	Fluoranthene	1	mg/Kg	0.037	0.086
	Fluorene	1	mg/Kg	0.037	ND
	Hexachlorobenzene	1	mg/Kg	0.037	ND
	Hexachlorobutadiene	1	mg/Kg	0.037	ND

ND = Not Detected

Lab#: AC81811-006

SampleID: SB06

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
	Hexachlorocyclopentadiene	1	mg/Kg	0.037	ND
	Hexachloroethane	1	mg/Kg	0.037	ND
	Indeno[1,2,3-cd]pyrene	1	mg/Kg	0.037	0.22
	Isophorone	1	mg/Kg	0.037	ND
	Naphthalene	1	mg/Kg	0.0092	ND
	Nitrobenzene	1	mg/Kg	0.037	ND
	N-Nitroso-di-n-propylamine	1	mg/Kg	0.0092	ND
	N-Nitrosodiphenylamine	1	mg/Kg	0.037	ND
	Pentachlorophenol	1	mg/Kg	0.18	ND
	Phenanthrene	1	mg/Kg	0.037	ND
	Phenol	1	mg/Kg	0.037	ND
	Pyrene	1	mg/Kg	0.037	0.11
TAL Metals 6010					
	Aluminum	1	mg/Kg	220	9600
	Arsenic	1	mg/Kg	4.4	ND
	Barium	1	mg/Kg	11	44
	Calcium	1	mg/Kg	1100	ND
	Chromium	1	mg/Kg	5.5	11
	Cobalt	1	mg/Kg	2.7	3.8
	Copper	1	mg/Kg	5.5	ND
	Iron	1	mg/Kg	220	13000
	Lead	1	mg/Kg	5.5	ND
	Magnesium	1	mg/Kg	550	3400
	Manganese	1	mg/Kg	11	95
	Nickel	1	mg/Kg	5.5	15
	Potassium	1	mg/Kg	550	580
	Sodium	1	mg/Kg	270	480
	Thallium	1	mg/Kg	1.6	ND
	Vanadium	1	mg/Kg	11	ND
	Zinc	1	mg/Kg	11	38
TAL Metals 6020					
	Antimony	1	mg/Kg	0.88	ND
	Beryllium	1	mg/Kg	0.22	0.23
	Cadmium	1	mg/Kg	0.44	ND
	Selenium	1	mg/Kg	2.2	ND
	Silver	1	mg/Kg	0.22	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
Volatile Organics (no search) 8260					
	1,1,1-Trichloroethane	0.904	mg/Kg	0.0020	ND
	1,1,2,2-Tetrachloroethane	0.904	mg/Kg	0.0020	ND
	1,1,2-Trichloro-1,2,2-trifluoroethane	0.904	mg/Kg	0.0020	ND
	1,1,2-Trichloroethane	0.904	mg/Kg	0.0020	ND
	1,1-Dichloroethane	0.904	mg/Kg	0.0020	ND
	1,1-Dichloroethene	0.904	mg/Kg	0.0020	ND
	1,2,3-Trichlorobenzene	0.904	mg/Kg	0.0020	ND
	1,2,4-Trichlorobenzene	0.904	mg/Kg	0.0020	ND
	1,2-Dibromo-3-chloropropane	0.904	mg/Kg	0.0020	ND
	1,2-Dibromoethane	0.904	mg/Kg	0.0020	ND
	1,2-Dichlorobenzene	0.904	mg/Kg	0.0020	ND
	1,2-Dichloroethane	0.904	mg/Kg	0.00099	ND
	1,2-Dichloropropane	0.904	mg/Kg	0.0020	ND
	1,3-Dichlorobenzene	0.904	mg/Kg	0.0020	ND
	1,4-Dichlorobenzene	0.904	mg/Kg	0.0020	ND
	1,4-Dioxane	0.904	mg/Kg	0.099	ND
	2-Butanone	0.904	mg/Kg	0.0020	ND
	2-Hexanone	0.904	mg/Kg	0.0020	ND
	4-Methyl-2-pentanone	0.904	mg/Kg	0.0020	ND
	Acetone	0.904	mg/Kg	0.0099	ND
	Benzene	0.904	mg/Kg	0.00099	ND
	Bromochloromethane	0.904	mg/Kg	0.0020	ND
	Bromodichloromethane	0.904	mg/Kg	0.0020	ND
	Bromoform	0.904	mg/Kg	0.0020	ND
	Bromomethane	0.904	mg/Kg	0.0020	ND
	Carbon disulfide	0.904	mg/Kg	0.0020	ND
	Carbon tetrachloride	0.904	mg/Kg	0.0020	ND
	Chlorobenzene	0.904	mg/Kg	0.0020	ND
	Chloroethane	0.904	mg/Kg	0.0020	ND
	Chloroform	0.904	mg/Kg	0.0020	ND
	Chloromethane	0.904	mg/Kg	0.0020	ND
	cis-1,2-Dichloroethene	0.904	mg/Kg	0.0020	ND
	cis-1,3-Dichloropropene	0.904	mg/Kg	0.0020	ND
	Cyclohexane	0.904	mg/Kg	0.0020	ND
	Dibromochloromethane	0.904	mg/Kg	0.0020	ND
	Dichlorodifluoromethane	0.904	mg/Kg	0.0020	ND
	Ethylbenzene	0.904	mg/Kg	0.00099	ND
	Isopropylbenzene	0.904	mg/Kg	0.00099	ND
	m&p-Xylenes	0.904	mg/Kg	0.00099	ND
	Methyl Acetate	0.904	mg/Kg	0.0020	ND
	Methylcyclohexane	0.904	mg/Kg	0.0020	ND
	Methylene chloride	0.904	mg/Kg	0.0020	ND
	Methyl-t-butyl ether	0.904	mg/Kg	0.00099	ND
	o-Xylene	0.904	mg/Kg	0.00099	ND
	Styrene	0.904	mg/Kg	0.0020	ND
	Tetrachloroethene	0.904	mg/Kg	0.0020	ND
	Toluene	0.904	mg/Kg	0.00099	ND
	trans-1,2-Dichloroethene	0.904	mg/Kg	0.0020	ND
	trans-1,3-Dichloropropene	0.904	mg/Kg	0.0020	ND
	Trichloroethene	0.904	mg/Kg	0.0020	ND
	Trichlorofluoromethane	0.904	mg/Kg	0.0020	ND
	Vinyl chloride	0.904	mg/Kg	0.0020	ND
	Xylenes (Total)	0.904	mg/Kg	0.00099	ND

ND = Not Detected

Lab#: AC81811-007

SampleID: WC01

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-007	WC01		Date Collected	11/5/2014	
% Solids SM2540G					
	% Solids	1	Percent		91
Ignitability (EPA 1030)					
	Burning Rate (mm/sec)	1			NA
	Flame Propagation (POS/NEG)	1			NA
	Ignitability Screen (POS/NEG)	1			NEG
Mercury (TCLP) 7470A					
	Mercury	1	mg/L	0.00070	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.027	ND
	Aroclor-1016	1	mg/Kg	0.027	ND
	Aroclor-1221	1	mg/Kg	0.027	ND
	Aroclor-1232	1	mg/Kg	0.027	ND
	Aroclor-1242	1	mg/Kg	0.027	ND
	Aroclor-1248	1	mg/Kg	0.027	ND
	Aroclor-1254	1	mg/Kg	0.027	ND
	Aroclor-1260	1	mg/Kg	0.027	ND
	Aroclor-1262	1	mg/Kg	0.027	ND
	Aroclor-1268	1	mg/Kg	0.027	ND
pH 9040C/9045D					
	pH	1	pH		7.6
Reactive Cyanide					
	Cyanide (Reactive)	1	mg/Kg	0.50	ND
Reactive Sulfide					
	Sulfide (Reactive)	1	mg/kg	100	ND
TCLP Herbicides 8151					
	2,4-D	1	mg/L	0.0050	ND
	Silvex	1	mg/L	0.0050	ND
TCLP Metals 6010					
	Arsenic	1	mg/L	0.10	ND
	Barium	1	mg/L	0.25	ND
	Cadmium	1	mg/L	0.050	ND
	Chromium	1	mg/L	0.10	ND
	Lead	1	mg/L	0.050	ND
	Nickel	1	mg/L	0.10	ND
	Selenium	1	mg/L	0.10	ND
	Silver	1	mg/L	0.050	ND
TCLP Metals Extraction 1311					
	TCLP Metals Extraction	1	N/A		Complete
TCLP Organics Extraction 1311					
	TCLP Organics Extraction	1	N/A		Complete
TCLP Pesticides 8081					
	Chlordane	1	mg/L	0.0010	ND
	Endrin	1	mg/L	0.00010	ND
	gamma-BHC	1	mg/L	0.00010	ND
	Heptachlor	1	mg/L	0.00010	ND
	Heptachlor Epoxide	1	mg/L	0.00010	ND
	Methoxychlor	1	mg/L	0.00010	ND
	Toxaphene	1	mg/L	0.0025	ND

ND = Not Detected

Lab#: AC81811-007

SampleID: WC01

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
TCLP Semivolatiles 8270					
	2,4,5-Trichlorophenol	1	mg/L	0.0080	ND
	2,4,6-Trichlorophenol	1	mg/L	0.0080	ND
	2,4-Dinitrotoluene	1	mg/L	0.0080	ND
	2-Methylphenol	1	mg/L	0.0020	ND
	3&4-Methylphenol	1	mg/L	0.0020	ND
	Hexachlorobenzene	1	mg/L	0.0080	ND
	Hexachlorobutadiene	1	mg/L	0.0080	ND
	Hexachloroethane	1	mg/L	0.0080	ND
	Nitrobenzene	1	mg/L	0.0080	ND
	Pentachlorophenol	1	mg/L	0.040	ND
	Pyridine	1	mg/L	0.040	ND
TCLP Volatiles 8260					
	1,1-Dichloroethene	1	mg/L	0.0010	ND
	1,2-Dichloroethane	1	mg/L	0.00050	ND
	1,4-Dichlorobenzene	1	mg/L	0.0010	ND
	2-Butanone	1	mg/L	0.0010	ND
	Benzene	1	mg/L	0.00050	ND
	Carbon tetrachloride	1	mg/L	0.0010	ND
	Chlorobenzene	1	mg/L	0.0010	ND
	Chloroform	1	mg/L	0.0010	ND
	Tetrachloroethene	1	mg/L	0.0010	ND
	Trichloroethene	1	mg/L	0.0010	ND
	Vinyl chloride	1	mg/L	0.0010	ND
TCLP Zero Headspace Extraction					
	Zero Headspace Extraction	1			
Total Petroleum Hydrocarbons 8015B					
	Total Petroleum Hydrocarbons	1	mg/Kg	66	ND

ND = Not Detected

Lab#: AC81811-008

SampleID: WC02

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
AC81811-008	WC02				Date Collected 11/5/2014
% Solids SM2540G					
	% Solids	1	Percent		91
Ignitability (EPA 1030)					
	Burning Rate (mm/sec)	1			NA
	Flame Propagation (POS/NEG)	1			NA
	Ignitability Screen (POS/NEG)	1			NEG
Mercury (TCLP) 7470A					
	Mercury	1	mg/L	0.00070	ND
PCB 8082					
	Aroclor (Total)	1	mg/Kg	0.027	ND
	Aroclor-1016	1	mg/Kg	0.027	ND
	Aroclor-1221	1	mg/Kg	0.027	ND
	Aroclor-1232	1	mg/Kg	0.027	ND
	Aroclor-1242	1	mg/Kg	0.027	ND
	Aroclor-1248	1	mg/Kg	0.027	ND
	Aroclor-1254	1	mg/Kg	0.027	ND
	Aroclor-1260	1	mg/Kg	0.027	ND
	Aroclor-1262	1	mg/Kg	0.027	ND
	Aroclor-1268	1	mg/Kg	0.027	ND
pH 9040C/9045D					
	pH	1	pH		8.7
Reactive Cyanide					
	Cyanide (Reactive)	1	mg/Kg	0.50	ND
Reactive Sulfide					
	Sulfide (Reactive)	1	mg/kg	100	ND
TCLP Herbicides 8151					
	2,4-D	1	mg/L	0.0050	ND
	Silvex	1	mg/L	0.0050	ND
TCLP Metals 6010					
	Arsenic	1	mg/L	0.10	ND
	Barium	1	mg/L	0.25	0.38
	Cadmium	1	mg/L	0.050	ND
	Chromium	1	mg/L	0.10	ND
	Lead	1	mg/L	0.050	ND
	Nickel	1	mg/L	0.10	ND
	Selenium	1	mg/L	0.10	ND
	Silver	1	mg/L	0.050	ND
TCLP Metals Extraction 1311					
	TCLP Metals Extraction	1	N/A		Complete
TCLP Organics Extraction 1311					
	TCLP Organics Extraction	1	N/A		Complete
TCLP Pesticides 8081					
	Chlordane	1	mg/L	0.0010	ND
	Endrin	1	mg/L	0.00010	ND
	gamma-BHC	1	mg/L	0.00010	ND
	Heptachlor	1	mg/L	0.00010	ND
	Heptachlor Epoxide	1	mg/L	0.00010	ND
	Methoxychlor	1	mg/L	0.00010	ND
	Toxaphene	1	mg/L	0.0025	ND

ND = Not Detected

TestGroup	Analyte	DF	Units	MDL/PQL/RL	Result
TCLP Semivolatiles 8270					
	2,4,5-Trichlorophenol	1	mg/L	0.0080	ND
	2,4,6-Trichlorophenol	1	mg/L	0.0080	ND
	2,4-Dinitrotoluene	1	mg/L	0.0080	ND
	2-Methylphenol	1	mg/L	0.0020	ND
	3&4-Methylphenol	1	mg/L	0.0020	ND
	Hexachlorobenzene	1	mg/L	0.0080	ND
	Hexachlorobutadiene	1	mg/L	0.0080	ND
	Hexachloroethane	1	mg/L	0.0080	ND
	Nitrobenzene	1	mg/L	0.0080	ND
	Pentachlorophenol	1	mg/L	0.040	ND
	Pyridine	1	mg/L	0.040	ND
TCLP Volatiles 8260					
	1,1-Dichloroethene	1	mg/L	0.0010	ND
	1,2-Dichloroethene	1	mg/L	0.00050	ND
	1,4-Dichlorobenzene	1	mg/L	0.0010	ND
	2-Butanone	1	mg/L	0.0010	ND
	Benzene	1	mg/L	0.00050	ND
	Carbon tetrachloride	1	mg/L	0.0010	ND
	Chlorobenzene	1	mg/L	0.0010	ND
	Chloroform	1	mg/L	0.0010	0.0019
	Tetrachloroethene	1	mg/L	0.0010	ND
	Trichloroethene	1	mg/L	0.0010	ND
	Vinyl chloride	1	mg/L	0.0010	ND
TCLP Zero Headspace Extraction					
	Zero Headspace Extraction	1			
Total Petroleum Hydrocarbons 8015B					
	Total Petroleum Hydrocarbons	1	mg/Kg	66	110

RL = Reporting Limit

ND = Not Detected

RL Definitions: SW846 Inorganics reported to PQL
 SW846 Organics reported to PQL
 Clean Water Act Organics reported to PQL

Clean Water Act Inorganics reported to PQL
 CLP Organics reported to CRQL
 CLP Inorganics reported to CRQL

This report is a true report of results obtained from our tests of this material. In lieu of a formal contract document, the total aggregate liability of Hampton-Clarke to all parties shall not exceed Hampton-Clarke's total fee for analytical services rendered.

Or

Robin Cousineau - Quality Assurance Director

Jean Revolus - Laboratory Director

Turnaround
 1 Business Day (100%)
 2 Business Days (75%)
 3 Business Days (50%)
 4 Business Days (25%)
 (Week (25%))
 10 Calendar Days (10%)
 2 Weeks
 Other:

Report Type
 Data Summary
 Results + GC (Waste)
 NJ Reduced
 NY Reduced
 PA Reduced
 Full / Category B
 Category A

Electronic Deliv.
 HazMat/CSV
 EnviroData
 Excel - NJ Regulatory
 Excel - NY Regulatory
 Excel - PA Regulatory
 EQUIS (specify below):
 4-File/EZ/NYS/Reg. 2 or 5
 Other:

Exported TAT Not Always Available. Please Check with Lab.

FOR LAB USE ONLY	Batch #	Lab Sample #	4) Customer Sample ID		5) Matrix Codes		6) Sample		7) Analysis Request		8) # of Bottles	9) Comments
			Customer Sample ID	Matrix	S - Soil SL - Sludge OL - Oil	A - Air	Date	Time	Sample Type	Composite (G)		
	4081811	-001	SB01	S	11/5/14	1330	X	X	X	PCB/Rest/Hex	2	
		-002	SB02	S	11/30	1430	X	X	X	Percent Solids	3	
		-003	SB03	S	1215	1100	X	X	X	TPH	1	
		-004	SB04	S	0745	0745	X	X	X	TCDFull, RIC, PCB	1	
		-005	SB05	S	0745	0745	X	X	X	BNATRL Metals	1	
		-006	SB06	S	1440	1440	X	X	X	VO-Ethane (48h)	1	
		-007	WC01	S	1440	1440	X	X	X	PCB/Rest/Hex	1	
		-008	WC02	S	1105	1105	X	X	X	VO-Ethane (48h)	1	

10) Requisitioned by: *[Signature]* Accepted by: *[Signature]*
 Date: 11/5/14 17:10
 Time: 11/5/14 17:10
 Comments: Notes, Special Requirements, HAZARDS
 Note: Check if low-level groundwater methods required to meet current standards:
 BN or BNA (8270C SIM)
 VOC (8260B SIM or 8011)
 Note: Check if applicable:
 Project-Specific Reporting Limits
 High Contaminant Concentrations
 NJ LSRP Project
 11) Sampler (print name): *Breunns Gribble* Date: 11/5/14
 Please note NUMBERED items. If not completed your analytical work may be delayed.
 A lot of 33 sample will be assessed for storage should sample not be achieved for any analysis.
 Cooler Temperature: *29C*

175 R.
 West and 2 Madison Road, Fairfield, New Jersey 07004
 PH: 800-426-9982 | 973-244-8770 Fax: 973-244-8787 | 973-435-1458
 Service Center: 137-D Gaither Drive, Mount Laurel, New Jersey 08054
 PH (Service Center): 856-780-8887 Fax: 856-780-8888
 MELACHINI #07071 | PA 866-00463 | NY #11406 | CT #PH-0671 | NY #00124 | DE HSCA Approved

Customer Information
 Customer: *Lois Berger & Assoc. PC*
 Address: *48 West 104th Fl*
New York NY 10005
 Email/Cell/Fax/PH: *lgribble@loisberger.com*
 1c) Send Invoice to: *Breunns Gribble*
 1d) Send Report to: *Breunns Gribble*

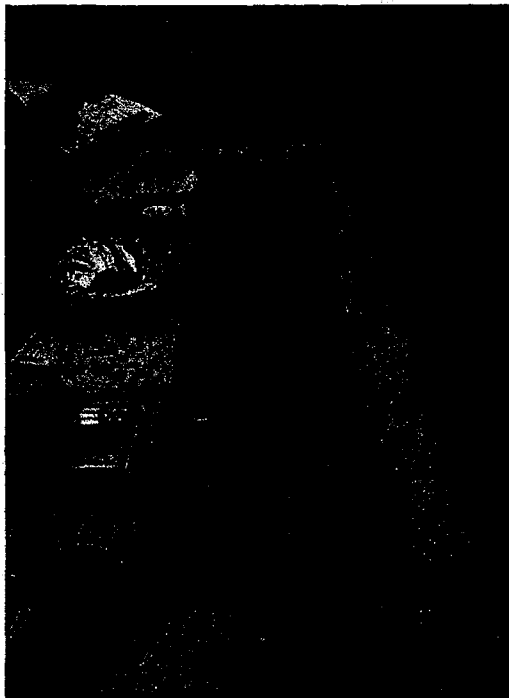
Project Information
 2a) Project: *Washington Square Ph II SCI*
 2b) Project Mgr: *Breunns Gribble*
 Project Location (City/State): *New York, New York*
 2c) Quote PO # (if applicable): *300647203*



Photograph #1 – View of Soil Boring Location SB01 Cores; Archaeological Monitoring
of sampling interval 0-20 ftbgs



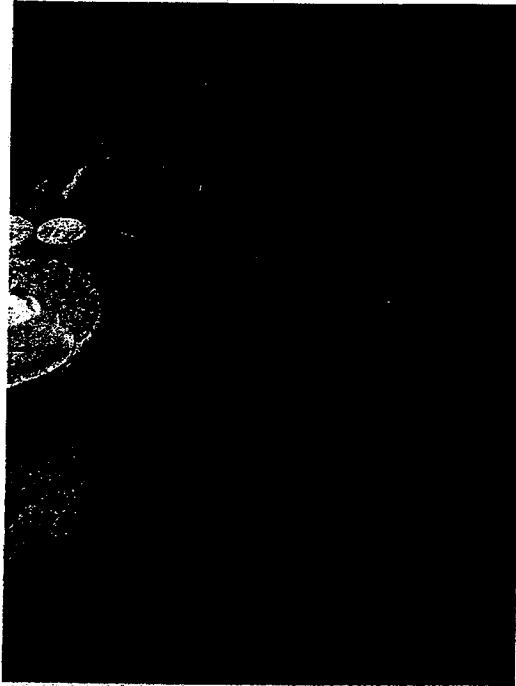
Photograph #2 – View of Soil Boring Location SB02 Cores; Archaeological Monitoring
of sampling interval 0-20ftbgs



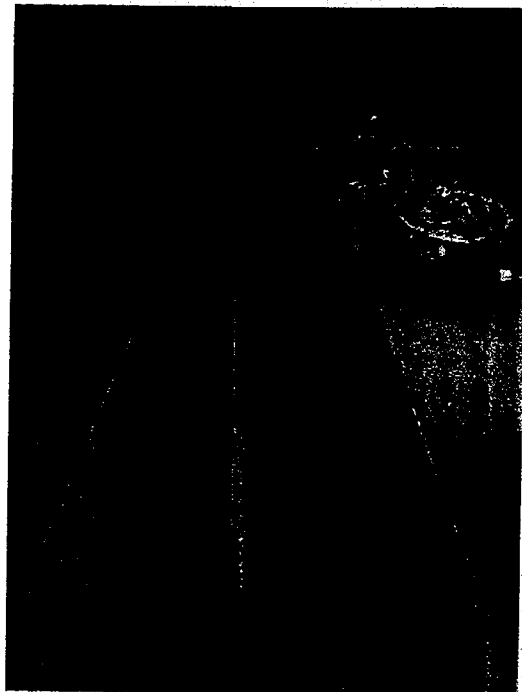
AS-143



Photograph #3 – View of Soil Boring Location SB03 Cores; Archaeological Monitoring
of sampling interval 0-20 ftbgs

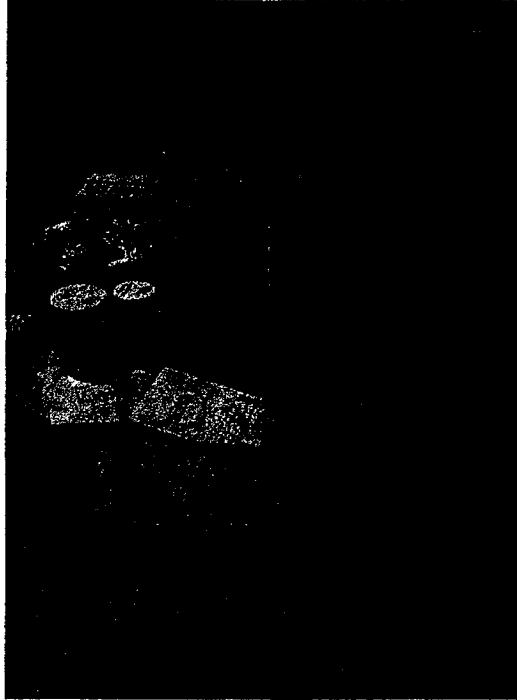


Photograph #4 – View of Soil Boring Location SB04 Cores; Archaeological Monitoring
of sampling interval 0-20ftbgs





Photograph #5 – View of Soil Boring Location SB05 Cores; Archaeological Monitoring
of sampling interval 0-20 ftbgs



Photograph #6 – View of Soil Boring Location SB06 Cores; Archaeological Monitoring
of sampling interval 0-20 ftbgs



End of Addendum No. 5

This addendum consists of one-hundred forty-six (146) pages.

AS-146

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN

ADDENDUM NO. 8

DATED: December 12, 2014

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

- (1) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page A-1, Attachment 1 - Bid Information;
Change the dates shown for Submission of Bids To: and for Bid Opening: from "December 16, 2014" to read "December 19, 2014."
- (2) Refer to the Bid and Contract Documents, VOLUME 1 OF 3, Page 13, Schedule B - MWBE;
Change the dates shown for Bid/Proposal Response Date: from "December 16, 2014" to read "December 19, 2014."

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

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

for KG Saini
GURDIP SAINI, P.E.
Assistant Commissioner/Design

Name of Bidder

By: _____

GET UPFRONT CAPITAL TO COMPETE ON CITY CONTRACTS



Contract Financing for NYC Small Businesses

NYC Business Solutions helps small businesses, including Minority or Women-owned Business Enterprises (M/WBEs), across all industries secure low-rate loans to compete on City contracts.

Whether your firm has been selected to perform a construction project, provide professional services, or supply the City with goods, businesses across all industries can access up to \$150,000 in capital to cover contract-related labor and equipment costs.

The ideal business should:

- Currently be in operation
- Have plans to bid on a City contract
- Need early-stage resources (e.g. working capital, inventory, or equipment)

Call 311 and ask for “contract financing” or visit www.nyc.gov/contractfinancing for more information

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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: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN

(NO TEXT ON THIS PAGE)

PROJECT ID: MED608

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

BID BOOKLET

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6. Affirmation	C-6
7. Bid Bond.....	C-7
8. M/WBE Program: M/WBE Utilization Plan.....	5
9. Apprenticeship Program Requirements.....	19
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10. Safety Questionnaire	21
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13. Contract Certificate.....	29
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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: _____

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ATTACHMENT 1 - BID INFORMATION

PROJECT ID: MED608

PIN: 8502013WM0012C

Description and Location of Work: Water Main Connection At Washington Square Park Including Water Main, Street Lighting And Traffic Work, Together With All Work Incidental Thereto, Borough Of Manhattan.

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 DECEMBER 9, 2014

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 DECEMBER 9, 2014

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. 4.02 AG), excluding items beginning with the number "8.01", shall comply with the requirements of the corresponding numerical Sections of the NYCDOT Standard Highway Specifications as amended by Addendum No. 1 and Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the number "8.01" (e.g. 8.01 C1) shall comply with the requirements of Addendum No. 5, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "5" followed by a decimal (e.g. 50.31CC15) 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 Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "6" followed by a decimal (e.g. 60.11R612) 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 Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule which have two (2) digits beginning with the number "7" followed by a decimal (e.g. 70.31FN) 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 Addendum No. 2, herein Volume 3 of 3.

Items listed in this Bid Schedule beginning with the prefix "SL-" (e.g. SL-21.09.05) are Street Lighting Items which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "T-" (e.g. T-2.15) are Traffic Items which shall be done in accordance with the requirements of Sub-Section 1.06.23.(D) and Section 1.06.49 in the Standard Highway Specifications.

Items listed in this Bid Schedule beginning with the prefix "UTL-" (e.g. UTL-6.01.8) are for Gas Cost Sharing (EP-7) work and shall comply with the requirements of Addendum No. 3, herein Volume 3 of 3.

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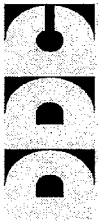
Contract PIN 8502013WM0012C
Project ID MED608

10/28/2014
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Ver 5.00.01

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

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 several classes of work 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 5 shall be the product of the Estimated Quantity in Column 2 times the Unit Price Bid in Column 4.
 - (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 - 60



10/28/2014
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BID PAGES

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

Contract PIN 8502013WM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.02 AF-R (001)	3,800.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 2" THICK	\$ _____	_____ CTS	\$ _____
4.02 AG (002)	8,000.0 S.Y.	ASPHALTIC CONCRETE WEARING COURSE, 3" THICK	\$ _____	_____ CTS	\$ _____
4.02 CA (003)	2,404.0 TONS	BINDER MIXTURE	\$ _____	_____ CTS	\$ _____
4.04 BP (004)	52.0 C.Y.	CONCRETE BASE FOR PAVERS, 4" TO 7" THICK, CLASS B-32	\$ _____	_____ CTS	\$ _____

10/28/2014
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BID PAGES



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

Contract PIN 8502013WM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.04 H (005)	185.0 C.Y.	CONCRETE BASE FOR PAVEMENT, VARIABLE THICKNESS FOR TRENCH RESTORATION, (HIGH-EARLY STRENGTH)	\$ _____	_____	\$ _____	_____
4.04 HD (006)	1,980.0 C.Y.	CONCRETE BASE FOR PAVEMENT, 9" THICK (HIGH-EARLY STRENGTH)	\$ _____	_____	\$ _____	_____
4.07 BA (007)	201.0 L.F.	RESET GRANITE CURB	\$ _____	_____	\$ _____	_____
4.07 CB (008)	143.0 L.F.	NEW GRANITE CURB, STRAIGHT	\$ _____	_____	\$ _____	_____



10/28/2014
2:44PM
BID PAGES

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

Contract PIN 8502013WM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)	
			DOLLARS	CTS	DOLLARS	CTS
4.07 CC (009)	28.0 L.F.	NEW GRANITE CURB, CORNER	\$		\$	
4.09 AE (010)	470.0 L.F.	STRAIGHT STEEL FACED CONCRETE CURB (21" DEEP)	\$		\$	
4.09 CE (011)	120.0 L.F.	CORNER STEEL FACED CONCRETE CURB (21" DEEP)	\$		\$	
4.13 AAS (012)	1,160.0 S.F.	4" CONCRETE SIDEWALK (UNPIGMENTED)	\$		\$	

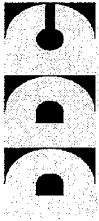


10/28/2014
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BID PAGES

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

Contract PIN 8502013WM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.13 ABS (013)	120.0 S.F.	4" CONCRETE SIDEWALK (PIGMENTED)	\$	—	\$
4.13 BAS (014)	800.0 S.F.	7" CONCRETE SIDEWALK (UNPIGMENTED)	\$	—	\$
4.13 BBS (015)	306.0 S.F.	7" CONCRETE SIDEWALK (PIGMENTED)	\$	—	\$
4.13 DE (016)	246.0 S.F.	EMBEDDED PREFORMED DETECTABLE WARNING UNITS	\$	—	\$



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COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
4.14 W (017)	220.0 LIBS.	WELDED STEEL WIRE FABRIC	\$ _____	_____	\$ _____
4.16 STUMP (018)	1.0 UNITS	STUMP REMOVAL	\$ _____	_____	\$ _____
4.18 A (019)	30.0 EACH	MAINTENANCE TREE PRUNING (UNDER 12" CAL.)	\$ _____	_____	\$ _____
4.18 B (020)	12.0 EACH	MAINTENANCE TREE PRUNING (12" TO UNDER 18" CAL.)	\$ _____	_____	\$ _____

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			DOLLARS	CTS	
4.18 C (021)	8.0 EACH	MAINTENANCE TREE PRUNING (18" TO UNDER 24" CAL.)	\$	—	\$
4.18 D (022)	8.0 EACH	MAINTENANCE TREE PRUNING (24" CAL. AND OVER)	\$	—	\$
4.21 (023)	370.0 P/HR	TREE CONSULTANT	\$	—	\$
50.31CC15 (024)	40.0 L.F.	15" E.S.V.P. COMBINED SEWER, ON CONCRETE CRADLE	\$	—	\$



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			DOLLARS	CTS	DOLLARS
50.71C28E42 (025)	82.0 I.F.	RECONSTRUCTION OF EXISTING 28"W X 42"H EGG-SHAPED COMBINED SEWER, USING D.E.P. APPROVED CIPP LINING METHOD	\$ _____	_____	\$ _____
51.21L000000E (026)	1.0 EACH	SPECIAL MANHOLE ON EXISTING SEWER	\$ _____	_____	\$ _____
51.21S0A1000V (027)	1.0 EACH	STANDARD MANHOLE TYPE A-1	\$ _____	_____	\$ _____
51.23RF (028)	2.0 EACH	REPLACEMENT OF EXISTING MANHOLE FRAME AND COVER	\$ _____	_____	\$ _____

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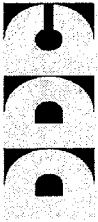
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			DOLLARS	CTS	DOLLARS	CTS
51.41S001 (029)	14.0 EACH	STANDARD CATCH BASIN, TYPE 1	\$ _____	_____	\$ _____	_____
51.41S002 (030)	1.0 EACH	STANDARD CATCH BASIN, TYPE 2	\$ _____	_____	\$ _____	_____
51.42B1W (031)	9.0 EACH	INCREMENTAL COST OF TYPE 3 CATCH BASIN WITH CURB PIECE IN LIEU OF TYPE 1 CATCH BASIN	\$ _____	_____	\$ _____	_____
52.11D12 (032)	350.0 L.F.	12" DUCTILE IRON PIPE BASIN CONNECTION	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
52.41C06R (033)	60.0 L.F.	6" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$		\$	
52.41C08R (034)	60.0 L.F.	8" C.I.S.P. HOUSE CONNECTION DRAIN ON CONCRETE CRADLE (RECONNECTION)	\$		\$	
53.11DR (035)	200.0 L.F.	TELEVISION INSPECTION AND DIGITAL AUDIO-VISUAL RECORDING OF SEWERS	\$		\$	
54.12CS (036)	30.0 C.Y.	CLEANING OF DRAINAGE STRUCTURES	\$		\$	

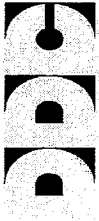


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			DOLLARS	CTS	
55.11AB (037)	9.0 EACH	ABANDONING BASINS AND INLETS	\$ _____	_____ CTS	\$ _____
6.02 AAN (038)	3,340.0 C.Y.	UNCLASSIFIED EXCAVATION	\$ _____	_____ CTS	\$ _____
6.02 XSCW (039)	15.0 C.Y.	INCREMENTAL COST FOR USING SPECIAL CARE WORK METHODS NEAR (FROM 3 FEET TO 50 FEET) TRANSIT FACILITIES	\$ _____	_____ CTS	\$ _____
6.04 BA (040)	130.0 EACH	GRANITE BLOCK CLEANED	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
6.04 BB (041)	735.0 EACH	FURNISH NEW GRANITE BLOCK PAVERS	\$	—	\$	—
6.04 BC (042)	34.0 S. Y.	INSTALL GRANITE BLOCK PAVEMENT (NEW OR CLEANED EXISTING)	\$	—	\$	—
6.07 AA (043)	340.0 S. F.	EXISTING BLUESTONE FLAGS RELAID	\$	—	\$	—
6.25 RS (044)	920.0 S. F.	TEMPORARY SIGNS	\$	—	\$	—



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			DOLLARS	CTS	
6.26 (045)	5,135.0 L.F.	TIMBER CURB	\$	—	\$
6.28 AA (046)	4,120.0 L.F.	LIGHTED TIMBER BARRICADES	\$	—	\$
6.28 ME (047)	4,120.0 L.F.	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS	\$	—	\$
6.34 ACTP (048)	3,420.0 L.F.	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	\$	—	\$



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			DOLLARS	CTS	
6.40 D (049)	24.0 MONTH	ENGINEER'S FIELD OFFICE (TYPE D)	\$ _____	_____ CTS	\$ _____
6.44 (050)	15,000.0 L.F.	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE)	\$ _____	_____ CTS	\$ _____
6.49 (051)	7,500.0 L.F.	TEMPORARY PAVEMENT MARKINGS (4" WIDE)	\$ _____	_____ CTS	\$ _____
6.52 CG (052)	3,000.0 P/HR	CROSSING GUARD	\$ _____	_____ CTS	\$ _____

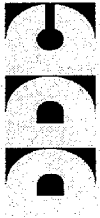
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			DOLLARS	CTS	DOLLARS	CTS
6.53 (053)	7,500.0 L.F.	REMOVE EXISTING LANE MARKINGS (4" WIDE)	\$		\$	
6.60 A (054)	28.0 S.Y.	ASPHALT BLOCK PAVERS RELAID	\$		\$	
6.60 B (055)	28.0 S.Y.	FURNISH AND INSTALL ASPHALT BLOCK PAVERS	\$		\$	
6.67 (056)	11.0 C.Y.	SUBBASE COURSE, SELECT GRANULAR MATERIAL	\$		\$	



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			DOLLARS	CTS	DOLLARS	CTS
6.85 A (057)	1.0 F.S.	TRAFFIC ENFORCEMENT AGENTS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 1,024,122.24	\$ 1,024,122.24		\$ 1,024,122.24	
6.87 (058)	7,050.0 EACH	PLASTIC BARRELS				
60.11R520 (059)	1,955.0 L.F.	FURNISHING AND DELIVERING 20-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)				
60.11R536 (060)	100.0 L.F.	FURNISHING AND DELIVERING 36-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)				

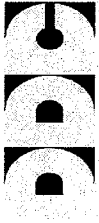


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			DOLLARS	CTS	
60.11R548 (061)	15.0 L.F.	FURNISHING AND DELIVERING 48-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 55)	\$ _____	_____ CTS	\$ _____
60.11R606 (062)	350.0 L.F.	FURNISHING AND DELIVERING 6-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____
60.11R612 (063)	1,504.0 L.F.	FURNISHING AND DELIVERING 12-INCH DUCTILE IRON RESTRAINED JOINT PIPE (CLASS 56)	\$ _____	_____ CTS	\$ _____
60.12D06 (064)	440.0 L.F.	LAYING 6-INCH DUCTILE IRON PIPE AND FITTINGS	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
60.12D12 (065)	1,577.0 L.F.	LAYING 12-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$	
60.12D20 (066)	2,118.0 L.F.	LAYING 20-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$	
60.12D36 (067)	115.0 L.F.	LAYING 36-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$	
60.12D48 (068)	20.0 L.F.	LAYING 48-INCH DUCTILE IRON PIPE AND FITTINGS	\$		\$	



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			DOLLARS	CTS	DOLLARS	CTS
60.13M0A24 (069)	23.0 TONS	FURNISHING AND DELIVERING DUCTILE IRON MECHANICAL JOINT 24-INCH DIAMETER AND SMALLER FITTINGS, INCLUDING WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
60.13M5R36 (070)	1.0 EACH	FURNISHING AND DELIVERING 36-INCH DUCTILE IRON MECHANICAL JOINT REDUCERS (CLASS 55)	\$ _____	_____	\$ _____	_____
60.13M5S36 (071)	2.0 EACH	FURNISHING AND DELIVERING 36-INCH DUCTILE IRON MECHANICAL JOINT SLEEVES (CLASS 55)	\$ _____	_____	\$ _____	_____
60.13M5S48 (072)	1.0 EACH	FURNISHING AND DELIVERING 48-INCH DUCTILE IRON MECHANICAL JOINT SLEEVES (CLASS 55)	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
60.18BJC20EL (073)	13.0 EACH	FURNISHING, DELIVERING AND INSTALLING BELL JOINT CLAMPS, COMPLETE FOR 20-INCH PIPE AND LESS	\$ _____	_____ CTS	\$ _____
60.21SP3T36 (074)	250.0 L.F.	FURNISHING, DELIVERING AND LAYING 36-INCH STRAIGHT STEEL PIPE, 3/8-INCH WALL THICKNESS	\$ _____	_____ CTS	\$ _____
60.21SP4T48 (075)	1,850.0 L.F.	FURNISHING, DELIVERING AND LAYING 48-INCH STRAIGHT STEEL PIPE, 1/2-INCH WALL THICKNESS	\$ _____	_____ CTS	\$ _____
60.22BR3T36 (076)	20.0 L.F.	FURNISHING, DELIVERING AND LAYING 36-INCH STEEL BENDS AND REDUCERS, 3/8-INCH WALL THICKNESS	\$ _____	_____ CTS	\$ _____

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			DOLLARS	CTS	DOLLARS	CTS
60.22BR4T48 (077)	110.0 L.F.	FURNISHING, DELIVERING AND LAYING 48-INCH STEEL BENDS AND REDUCERS, 1/2-INCH WALL THICKNESS	\$		\$	
60.23ST48T48 (078)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH X 48-INCH STEEL TEE	\$		\$	
60.25PSO (079)	6,000.0 LBS.	FURNISHING, DELIVERING AND INSTALLING PLATE STEEL OUTLETS ON STEEL PIPE, ACCESS MANHOLE OUTLETS WITH COVERS, AND NUTS AND BOLTS COMPLETE	\$		\$	
60.27RSC36 (080)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING 36-INCH DIAMETER BOLTED, SPLIT SLEEVE-TYPE RESTRAINED COUPLING	\$		\$	



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			DOLLARS	CTS	DOLLARS	CTS
60.27RSC48 (081)	2.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH DIAMETER BOLTED, SPLIT SLEEVE-TYPE RESTRAINED COUPLING	\$		\$	
60.29CP (082)	1.0 L.S.	FURNISHING, INSTALLING AND TESTING CORROSION CONTROL AND/OR CATHODIC PROTECTION SYSTEM	\$		\$	
61.11DFM06 (083)	7.0 EACH	FURNISHING AND DELIVERING 6-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$		\$	
61.11DFM20 (084)	3.0 EACH	FURNISHING AND DELIVERING 20-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$		\$	



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			DOLLARS	CTS	
61.11DMM06 (085)	14.0 EACH	FURNISHING AND DELIVERING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.11DMM12 (086)	11.0 EACH	FURNISHING AND DELIVERING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.11DMM20 (087)	9.0 EACH	FURNISHING AND DELIVERING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.11TWC03 (088)	4.0 EACH	FURNISHING AND DELIVERING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
61.11TWC04 (089)	4.0 EACH	FURNISHING AND DELIVERING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.11TWC06 (090)	4.0 EACH	FURNISHING AND DELIVERING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.11TWC08 (091)	4.0 EACH	FURNISHING AND DELIVERING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
61.11TWC12 (092)	2.0 EACH	FURNISHING AND DELIVERING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____

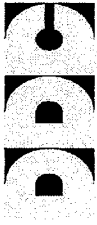


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			DOLLARS	CTS	
61.12DFM06 (093)	7.0 EACH	SETTING 6-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$		\$
61.12DFM20 (094)	3.0 EACH	SETTING 20-INCH FLANGED-MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLAND	\$		\$
61.12DMM06 (095)	14.0 EACH	SETTING 6-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$
61.12DMM12 (096)	11.0 EACH	SETTING 12-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
61.12DMM20 (097)	9.0 EACH	SETTING 20-INCH MECHANICAL JOINT DUCTILE IRON GATE VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.12TWC03 (098)	4.0 EACH	SETTING 3-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.12TWC04 (099)	4.0 EACH	SETTING 4-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	
61.12TWC06 (100)	4.0 EACH	SETTING 6-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$		\$	

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			DOLLARS	CTS	
61.12TWC08 (101)	4.0 EACH	SETTING 8-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____ CTS	\$ _____
61.12TWC12 (102)	2.0 EACH	SETTING 12-INCH WET CONNECTION TAPPING VALVE COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____ CTS	\$ _____
61.21BVB36 (103)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING 36-INCH BUTTERFLY VALVE WITH BY-PASS ARRANGEMENT AND OUTLET, COMPLETE	\$ _____	_____ CTS	\$ _____
61.21BVB48 (104)	2.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH BUTTERFLY VALVE WITH BY-PASS ARRANGEMENT AND OUTLET, COMPLETE	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
62.11SD (105)	5.0 EACH	FURNISHING AND DELIVERING HYDRANTS	\$ _____	_____	\$ _____	_____
62.11SS (106)	14.0 EACH	FURNISHING AND DELIVERING HYDRANTS - SMITH TYPE (S-2-LP)	\$ _____	_____	\$ _____	_____
62.12SG (107)	19.0 EACH	SETTING HYDRANTS COMPLETE WITH WEDGE TYPE RETAINER GLANDS	\$ _____	_____	\$ _____	_____
62.13RH (108)	18.0 EACH	REMOVING HYDRANTS	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
62.14FD (109)	28.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS WITH DECORATIVE CAPS (BLACK)	\$ _____	_____ CTS	\$ _____
62.14FS (110)	10.0 EACH	FURNISHING, DELIVERING AND INSTALLING HYDRANT FENDERS	\$ _____	_____ CTS	\$ _____
63.11MH (111)	6.0 TONS	FURNISHING, DELIVERING AND INSTALLING 36-INCH CAST IRON MANHOLE HEADS AND COVERS	\$ _____	_____ CTS	\$ _____
63.11MS (112)	150.0 EACH	FURNISHING, DELIVERING AND INSTALLING MANHOLE STEPS TYPE PS2-PF	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
63.11VC (113)	32.0 TONS	FURNISHING AND DELIVERING VARIOUS CASTINGS	\$ _____	_____	\$ _____	_____
64.11EL (114)	18.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING 1-1/2-INCH OR LARGER SCREW TAPS	\$ _____	_____	\$ _____	_____
64.11ST (115)	18.0 EACH	WITHDRAWING AND REPLACING HOUSE SERVICES USING SMALLER THAN 1-1/2-INCH SCREW TAPS	\$ _____	_____	\$ _____	_____
64.12COEG (116)	80.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
64.12COLT (117)	80.0 L.F.	CUTTING AND OFFSETTING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.12ESEG (118)	80.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (EQUAL TO OR GREATER THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.12ESLT (119)	80.0 L.F.	EXTENDING HOUSE SERVICE WATER CONNECTIONS (LESS THAN 3-INCH DIAMETER)	\$ _____	_____ CTS	\$ _____
64.13WC12 (120)	4.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 12-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	
64.13WC20 (121)	1.0 EACH	FURNISHING, DELIVERING AND INSTALLING WET CONNECTION SLEEVE ON 20-INCH WATER MAIN PIPE WITH VARIOUS OUTLETS	\$		\$
65.11BR (122)	6,000.0 LBS.	FURNISHING, DELIVERING AND INSTALLING BANDS, RODS, WASHERS, ETC., COMPLETE, FOR RESTRAINING JOINTS	\$		\$
65.21PS (123)	1,930.0 L.F.	FURNISHING AND PLACING POLYETHYLENE SLEEVE Unit price bid shall not be less than: \$ 0.50	\$		\$
65.31FF (124)	72,800.0 S.F.	FURNISHING, DELIVERING AND PLACING FILTER FABRIC Unit price bid shall not be less than: \$ 0.10	\$		\$

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			DOLLARS	CTS	
65.41PS06 (125)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING 6-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ _____	_____ CTS	\$ _____
65.41PS20 (126)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING 20-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ _____	_____ CTS	\$ _____
65.41PS36 (127)	4.0 EACH	FURNISHING, DELIVERING AND INSTALLING 36-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	
65.41PS48 (128)	6.0 EACH	FURNISHING, DELIVERING AND INSTALLING 48-INCH PIPE-TO-WALL PENETRATION SEAL, INCLUDING STEEL SLEEVE AND ANCHOR/WATER STOP PLATE	\$ _____	_____	\$ _____
65.51PC (129)	280.0 C.Y.	FURNISHING AND PLACING CAST-IN-PLACE CONCRETE CLASS 40 AND PRECAST CONCRETE CLASS 50	\$ _____	_____	\$ _____
65.61SS (130)	38,000.0 LBS.	FURNISHING, DELIVERING AND PLACING STRUCTURAL, REINFORCING AND MISCELLANEOUS STEEL	\$ _____	_____	\$ _____
65.71SG (131)	600.0 C.Y.	FURNISHING, DELIVERING AND PLACING SCREENED GRAVEL OR SCREENED BROKEN STONE BEDDING	\$ _____	_____	\$ _____

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			DOLLARS	CTS	
7.13 B (132)	18.0 MONTH	MAINTENANCE OF SITE Unit price bid shall not be less than: \$ 12,000.00	\$		\$
7.36 (133)	7,600.0 L.F.	PEDESTRIAN STEEL BARRICADES	\$		\$
7.88 AA (134)	1.0 L.S.	RODENT INFESTATION SURVEY AND MONITORING Unit price bid shall not be less than: \$ 5,400.00	\$		\$
7.88 AB (135)	200.0 EACH	RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 60.00	\$		\$



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			DOLLARS	CTS	
7.88 AC (136)	960.0 EACH	BAITING OF RODENT BAIT STATIONS Unit price bid shall not be less than: \$ 9.25	\$ _____	_____	\$ _____
7.88 AD (137)	100.0 BLOCK	WATERBUG BAIT APPLICATIONS Unit price bid shall not be less than: \$ 65.00	\$ _____	_____	\$ _____
70.21DK (138)	2,130.0 S. Y.	DECKING	\$ _____	_____	\$ _____
70.31FN (139)	13,500.0 I. F.	FENCING Unit price bid shall not be less than: \$ 2.00	\$ _____	_____	\$ _____

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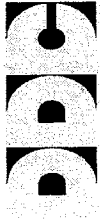


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			DOLLARS	CTS	DOLLARS	CTS
70.51EO (140)	61.0 C.Y.	EXCAVATION OF BOULDERS IN OPEN CUT Unit price bid shall not be less than: \$ 75.00	\$ _____	_____	\$ _____	_____
70.61RE (141)	61.0 C.Y.	ROCK EXCAVATION	\$ _____	_____	\$ _____	_____
70.81CB (142)	1,882.0 C.Y.	CLEAN BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____	_____
70.91SW12 (143)	2,570.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 12-INCH IN DIAMETER AND LESS	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	DOLLARS	CTS
70.91SW20 (144)	23,500.0 S.F.	FURNISHING AND PLACING SHEETING AND BRACING IN TRENCH FOR WATER MAIN PIPE 20-INCH IN DIAMETER	\$ _____	_____	\$ _____	_____
72.11HF (145)	500.0 C.Y.	HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS	\$ _____	_____	\$ _____	_____
73.11AB (146)	20.0 C.Y.	ADDITIONAL BRICK MASONRY Unit price bid shall not be less than: \$ 62.50	\$ _____	_____	\$ _____	_____
73.21AC (147)	80.0 C.Y.	ADDITIONAL CONCRETE Unit price bid shall not be less than: \$ 62.50	\$ _____	_____	\$ _____	_____



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			DOLLARS	CTS	
73.31AE0 (148)	410.0 C.Y.	ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS) Unit price bid shall not be less than: \$ 20.00	\$ _____	_____	\$ _____
73.41AG (149)	206.0 C.Y.	ADDITIONAL SELECT GRANULAR BACKFILL Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____
73.51AS (150)	450.0 LBS.	ADDITIONAL STEEL REINFORCING BARS Unit price bid shall not be less than: \$ 1.00	\$ _____	_____	\$ _____
75.11RT (151)	96.0 L.F.	REMOVAL OF ABANDONED TRACKS	\$ _____	_____	\$ _____



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			DOLLARS	CTS	
8.01 C1 (152)	6,000.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOIL	\$ _____	_____ CTS	\$ _____
8.01 C2 (153)	12.0 SETS	SAMPLING AND TESTING OF CONTAMINATED/POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PURPOSES	\$ _____	_____ CTS	\$ _____
8.01 H (154)	150.0 TONS	HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOIL	\$ _____	_____ CTS	\$ _____
8.01 S (155)	1.0 L.S.	HEALTH AND SAFETY	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	
8.01 W1 (156)	21.0 DAY	REMOVAL, TREATMENT, AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER	\$ _____	_____ CTS	\$ _____
8.01 W2 (157)	4.0 SETS	SAMPLING AND TESTING OF CONTAMINATED WATER	\$ _____	_____ CTS	\$ _____
8.02 A (158)	3,400.0 S.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR SIDEWALK WORK	\$ _____	_____ CTS	\$ _____
8.02 B (159)	690.0 L.F.	SPECIAL CARE EXCAVATION AND RESTORATION FOR CURB WORK	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
8.08 (160)	2.0 EACH	VARIABLE MESSAGE BOARD	\$		\$	
9.06 HW (161)	1.0 F.S.	ALLOWANCE FOR DECORATIVE MESH FABRIC PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 108,000.00	\$	108,000.00	\$	108,000.00
9.99 (162)	2.0 EACH	FLASHING ARROW BOARD	\$		\$	
HW-908 (163)	1.0 F.S.	ALLOWANCE FOR EXTRA WORK DUE TO ARCHAEOLOGICAL DISCOVERIES PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$	50,000.00	\$	50,000.00

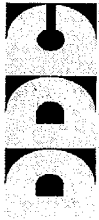


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			DOLLARS	CTS	
HW-908-ME (164)	1.0 F.S.	ALLOWANCE FOR EXTRA WORK DUE TO OFFICE OF THE MEDICAL EXAMINER DISCOVERIES PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 100,000.00	\$ 100,000.00		\$ 100,000.00
SL-20.02.02 (165)	14.0 EACH	FURNISH AND INSTALL STANDARD TYPE ANCHOR BOLT FOUNDATION, AS PER DRAWING E-3788	\$		\$
SL-21.03.02 (166)	14.0 EACH	FURNISH AND INSTALL TYPE 2S, 4S, 6S, 8S OR 12S LAMPPOST WITH TRANSFORMER BASE	\$		\$
SL-21.09.05 (167)	14.0 EACH	REMOVE STANDARD FABRICATED STEEL, SPUN ALUMINUM NO. 10, ETC. WITH ARM(S), LUMINAIRE(S), CONTROL(S) WITH ALL ATTACHMENTS, IF ANY.	\$		\$



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			DOLLARS	CTS	DOLLARS	CTS
SL-21.09.08 (168)	1.0 EACH	REMOVE ALL STREET LIGHTING EQUIPMENT FROM TYPE "M-2" TRAFFIC POST (ARM(S), PHOTOELECTRIC CONTROLLER, LUMINAIRE(S), SHAFT EXTENSION, WIRING, ETC.)	\$		\$	
SL-22.03.18 (169)	16.0 EACH	FURNISH AND INSTALL TYPE COBRA HEAD LUMINAIRE WITH 150 WATT HPS WITH SOLID STATE BALLAST AND STRAY VOLTAGE INDICATOR FOR 100 VOLT LAMP.	\$		\$	
SL-22.08.01A (170)	6.0 EACH	INSTALL NON-STANDARD DPR FLOODLIGHT, TROUGH (BRACKET)	\$		\$	
SL-22.08.02 (171)	6.0 EACH	FURNISH AND INSTALL 150 WATT HIGH PRESSURE SODIUM FLOODLIGHT FOR 100 VOLT LAMP	\$		\$	

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			DOLLARS	CTS	
SL-22.09.04A (172)	6.0 EACH	REMOVE NON-STANDARD DPR FLOODLIGHT, TROUGH (BRACKET)	\$ _____	_____ CTS	\$ _____
SL-24.02.02 (173)	2.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 8 FT. ARM ON LAMPOST OR "M-2" TRAFFIC POLE SHAFT EXTENSION.	\$ _____	_____ CTS	\$ _____
SL-24.02.08 (174)	2.0 EACH	FURNISH AND INSTALL TROUGH FOR TWO FLOODLIGHTS OR TWO PHOTOELECTRIC CONTROLS, AS PER DRAWING J-5170	\$ _____	_____ CTS	\$ _____
SL-24.02.16 (175)	1.0 EACH	FURNISH AND INSTALL FABRICATED STEEL 6 FT. SHAFT EXTENSION (SINGLE ARM) FOR "M-2" TRAFFIC POST AS PER DWGs H-5159 OR H-5255.	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS	CTS
SL-26.01.01 (176)	15.0 EACH	FURNISH AND INSTALL, OR FURNISH AND REPLACE A PLUG-IN SOLID STATE PHOTOELECTRIC CONTROL	\$ _____	_____	\$ _____	_____
SL-26.06.02 (177)	3.0 EACH	FURNISH AND INSTALL LED FIRE ALARM LUMINAIRES.	\$ _____	_____	\$ _____	_____
SL-29.01.01 (178)	15.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE EQUIPMENT FOR TEMPORARY LIGHTING (PYLON), AS PER DRAWINGS F-5005 AND F-5005A	\$ _____	_____	\$ _____	_____
SL-31.01.06 (179)	14.0 EACH	PAINT A STANDARD STREET LIGHT LAMPOST WITH INSULATED "SUPERHTHANE" PAINT APR. 7' HIGH.	\$ _____	_____	\$ _____	_____

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			DOLLARS	CTS	
SL-33.02.02 (180)	4,000.0 L.F.	FURNISH AND INSTALL NO. 6 AWG XLP COPPER CABLE OR EQUAL FOR OVERHEAD INSTALLATION	\$	—	\$
T-1.1 (181)	1.0 EACH	INSTALL TYPE "S" OR "T" FOUNDATION	\$	—	\$
T-1.18 (182)	1.0 EACH	REMOVE TYPE "A", "B", "S" OR "T" SERIES FOUNDATION	\$	—	\$
T-1.20 (183)	1.0 EACH	REMOVE TYPE "M" SERIES FOUNDATION	\$	—	\$



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			DOLLARS	CTS	DOLLARS	CTS
T-1.29 (184)	1.0 EACH	RAISE OR LOWER FOUNDATION TO GRADE	\$ _____	_____	\$ _____	_____
T-1.3 (185)	1.0 EACH	INSTALL TYPE "M2-5S" FOUNDATION	\$ _____	_____	\$ _____	_____
T-2.1 (186)	1.0 EACH	INSTALL TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____	_____
T-2.16 (187)	1.0 EACH	FURNISH, INSTALL, MAINTAIN AND REMOVE TEMPORARY POST OR PYLON WITH SIGNALS	\$ _____	_____	\$ _____	_____

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Contract PIN 8502013WM0012C
Project ID MED608

COL. 1 ITEM NUMBER (SEQUENCE NO.)	COL. 2 ENGINEER'S ESTIMATE OF QUANTITIES	COL. 3 CLASSIFICATIONS	COL. 4 UNIT PRICES (IN FIGURES)		COL. 5 EXTENDED AMOUNTS (IN FIGURES)
			DOLLARS	CTS	
T-2.22 (188)	1.0 EACH	REMOVE TYPE "S-1" OR "T-1" SERIES POST	\$ _____	_____	\$ _____
T-2.24 (189)	1.0 EACH	REMOVE TYPE "M" SERIES POST	\$ _____	_____	\$ _____
T-2.4 (190)	1.0 EACH	INSTALL TYPE "M-2" POST	\$ _____	_____	\$ _____
T-20020 (191)	3.0 EACH	a) FURNISH 3/4" ANCHOR BOLT ASSEMBLIES FOR S-1 (EACH) (3 REQUIRED PER POST)	\$ _____	_____	\$ _____



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BID PAGES

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

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			DOLLARS	CTS	DOLLARS	CTS
T-20220 (192)	4.0 EACH	C) FURNISH 1-1/4" ANCHOR BOLT ASSEMBLIES FOR M-2 (EACH) (4 REQUIRED PER POST)	\$ _____	_____	\$ _____	_____
T-3.1 (193)	3.0 EACH	INSTALL "ONE-WAY" SIGNAL UNIT ON MAST ARM OR TOP OF TRAFFIC POST	\$ _____	_____	\$ _____	_____
T-3.18 (194)	2.0 EACH	REMOVE SIGNAL HEAD FROM ANY TYPE POST	\$ _____	_____	\$ _____	_____
T-3.21 (195)	2.0 EACH	REMOVE PEDESTRIAN SIGNAL OR SIGN UNIT OR OTHER ILLUMINATED SIGNS FROM ANY POST	\$ _____	_____	\$ _____	_____

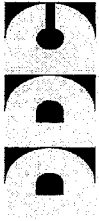


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			DOLLARS	CTS	
T-3.6 (196)	2.0 EACH	INSTALL PEDESTRIAN SIGNAL ON ANY TYPE POST	\$ _____	_____ CTS	\$ _____
T-5.1 (197)	40.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN UNPAVED ROADWAY	\$ _____	_____ CTS	\$ _____
T-5.2 (198)	170.0 L.F.	FURNISH AND INSTALL 2" RIGID UNDERGROUND CONDUIT IN PAVED ROADWAY	\$ _____	_____ CTS	\$ _____
T-5.32 (199)	170.0 L.F.	RESTORING PERMANENT ROADWAY (INCLUDING SAWCUT)	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	
T-6.1 (200)	100.0 I.F.	INSTALL CABLE (INCLUDES OVERHEAD)	\$ _____	_____	\$ _____
T-6.10 (201)	1,000.0 I.F.	REMOVE CABLE (INCLUDES OVERHEAD)	\$ _____	_____	\$ _____
T-6.2 (202)	1,000.0 I.F.	INSTALL MULTIPLE CABLE (INCLUDES OVERHEAD)	\$ _____	_____	\$ _____
T-60000B (203)	1,000.0 I.F.	FURNISH 2 c # 10B (BREAKDOWN = 2#10 WITH 3RD WIRE FOR GROUNDING).	\$ _____	_____	\$ _____

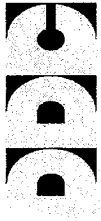


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			DOLLARS	CTS	
T-60040 (204)	600.0 L.F.	c) 7 CONDUCTOR, 14 A.W.G.	\$ _____	_____ CTS	\$ _____
T-60190 (205)	1,000.0 L.F.	e) 13 CONDUCTOR, 14 A.W.G.	\$ _____	_____ CTS	\$ _____
T-8.8 (206)	1.0 EACH	INSTALL CONCRETE PYLON	\$ _____	_____ CTS	\$ _____
T-8.9 (207)	1.0 EACH	REMOVE CONCRETE PYLON	\$ _____	_____ CTS	\$ _____



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			DOLLARS	CTS	DOLLARS
T-81000 (208)	1.0 EACH	FURNISH CONCRETE PYLON	\$ _____	_____	\$ _____
UTL-6.01.1 (209)	2.0 EACH	GAS MAIN CROSSING SEWER UP TO 24" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 1,040.00	\$ _____	_____	\$ _____
UTL-6.01.11 (210)	2.0 EACH	GAS MAIN CROSSING WATER MAIN 36" THRU 42" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 685.00	\$ _____	_____	\$ _____
UTL-6.01.12 (211)	4.0 EACH	GAS MAIN CROSSING WATER MAIN 48" THRU 54" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 810.00	\$ _____	_____	\$ _____

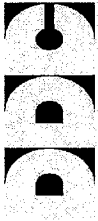


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BID PAGES

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Project ID MEID608

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			DOLLARS	CTS	
UTL-6.01.8 (212)	21.0 EACH	GAS SERVICES CROSSING TRENCHES AND/OR EXCAVATIONS (S6.01) Unit price bid shall not be less than: \$ 465.00	\$ _____	_____	\$ _____
UTL-6.01.9 (213)	16.0 EACH	GAS MAIN CROSSING WATER MAIN UP TO 20" IN DIAMETER (S6.01) Unit price bid shall not be less than: \$ 485.00	\$ _____	_____	\$ _____
UTL-6.02 (214)	5.0 EACH	EXTRA EXCAVATION FOR THE INSTALLATION OF CATCH BASIN SEWER DRAIN PIPES WITH GAS INTERFERENCES (S6.02) Unit price bid shall not be less than: \$ 715.00	\$ _____	_____	\$ _____
UTL-6.03 (215)	1,000.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES. ALL SIZES. (S6.03) Unit price bid shall not be less than: \$ 15.00	\$ _____	_____	\$ _____



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BID PAGES

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			DOLLARS	CTS	
UTL-6.03.1A (216)	400.0 L.F.	REMOVAL OF ABANDONED GAS FACILITIES WITH POSSIBLE COAL TAR WRAP. ALL SIZES. (\$6.03) Unit price bid shall not be less than: \$ 25.00	\$	—	\$
UTL-6.04 (217)	5.0 EACH	ADJUST HARDWARE TO GRADE USING SPACER RINGS/ADAPTORS. (STREET REPAVING.) (\$6.04) Unit price bid shall not be less than: \$ 35.00	\$	—	\$
UTL-6.05 (218)	15.0 EACH	ADJUST HARDWARE TO GRADE BY RESETTING. (ROAD RECONSTRUCTION.) (\$6.05) Unit price bid shall not be less than: \$ 65.00	\$	—	\$
UTL-6.06 (219)	800.0 C.Y.	SPECIAL CARE EXCAVATION AND BACKFILLING (\$6.06) Unit price bid shall not be less than: \$ 180.00	\$	—	\$



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			DOLLARS	CTS	
UTL-6.07 (220)	100.0 C.Y.	TEST PITS FOR GAS FACILITIES (S6.07) Unit price bid shall not be less than: \$ 100.00	\$		\$
UTL-6.08A (221)	1.0 EACH	PIER AND/OR PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAIN WITH LESS THAN 24" COVER (S6.08A) Unit price bid shall not be less than: \$ 5,800.00	\$		\$
UTL-6.09 (222)	1,090.0 C.Y.	TRENCH EXCAVATION AND BACKFILL FOR GAS MAINS AND SERVICES. GAS INSTALLED BY OTHERS. Unit price bid shall not be less than: \$ 190.00	\$		\$
UTL-GCS-2WS (223)	1.0 F.S.	GAS INTERFERENCES AND ACCOMMODATIONS PRICE BID SHALL BE FOR THE FIXED SUM OF \$ 50,000.00	\$	50,000.00	\$ 50,000.00



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			DOLLARS	CTS	
6.39 A (224)	1.0 LUMP SUM	MOBILIZATION PRICE BID SHALL NOT EXCEED 4% OF THE ABOVE SUB-TOTAL PRICE.			\$ _____
SUB-TOTAL:					\$ _____
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: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN**

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 the bid).

6. Compliance Report

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

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

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

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

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

10. 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: MED608

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 Partner who signed the Bid)

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

Notary Public

AFFIRMATION

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 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.

Tax ID #: _____

APT E-
PIN #: 85015B0033

**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 #	<u>85015B0033</u>	FMS Project ID#:	<u>MED-608</u>
Project Title/ Agency PIN #	<u>WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK/8502013WM0012C</u>		
Bid/Proposal Response Date	<u>DECEMBER 9, 2014</u>		
Contracting Agency	<u>Department of Design and Construction</u>		
Agency Address	<u>30-30 Thomson Avenue</u>	City	<u>Long Island City</u> State <u>NY</u> Zip Code <u>11101</u>
Contact Person	<u>Monika Beci</u>	Title	<u>MWBE Liaison & Compliance Analyst</u>
Telephone #	<u>(718) 391-1128</u>	Email	<u>BeciMo@ddc.nyc.gov</u>

Project Description *(attach additional pages if necessary)*

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

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

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

Prime Contract Industry: Construction

Group	Percentage
Unspecified*	10%
or	
Black American	UNSPECIFIED*
Hispanic American	UNSPECIFIED*
Asian American	UNSPECIFIED*
Women	UNSPECIFIED*
Total Participation Goals	10% Line 1

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

Tax ID #: _____

APT E-
PIN #: _____ 85015B0033

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

Tax ID #: _____

APT E-
PIN #: 85015B0033

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.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____

✓ Scopes of Subcontract Work

Tax ID #: _____

APT E-
PIN #: 85015B0033 _____

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.	AGENCY	DATE COMPLETED
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 _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
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 _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
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 _____

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 one 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 programs have three years of current, successful experience in providing career opportunities.

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.

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	<u>INTRASTATE</u> RATE	<u>INTERSTATE</u> 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 (i.e., fatality, or hospitalization of three or more employees).

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

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

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

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

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

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Project ID. _____

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

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

5. Safety Performance on Previous DDC Project(s)

___ YES ___ 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.

Dated: _____, New York
 _____, 20__

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

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

**CONSTRUCTION EMPLOYMENT REPORT
 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	Less than \$750,000 Certificate (City/State Only)

Prime Contractor:

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

Subcontractor:

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

WHERE TO FILE

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

DLS REVIEW PROCESS

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

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
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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
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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 Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 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) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

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

(e) _____ (f) _____
Projected Commencement Date 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			
	(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: _____

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): _____

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

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): _____

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)?

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110 William Street, New York, New York 10038
Phone: (212) 513 - 6323
Fax: (212) 618-8979

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:
 Minority Owned Business Enterprise Locally Based Business Enterprise
 Women Owned Business Enterprise Emerging Business Enterprise
 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) _____ (b) _____
Contracting Agency (City Agency) Contract Amount

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

(e) _____ (f) _____
Projected Commencement Date 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			
	(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										

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): _____

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: _____

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										
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.	Hisp.	Asian	Native Amer.	White Non Hisp.	Black 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 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	Native Amer.	White Non Hisp.	Black Non Hisp.
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	Native Amer.	White Non Hisp.	Black Non Hisp.
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

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

C

C

C



**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 1 OF 3

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK
Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN
CITY OF NEW YORK

Contractor

Dated _____, 20__



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

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

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

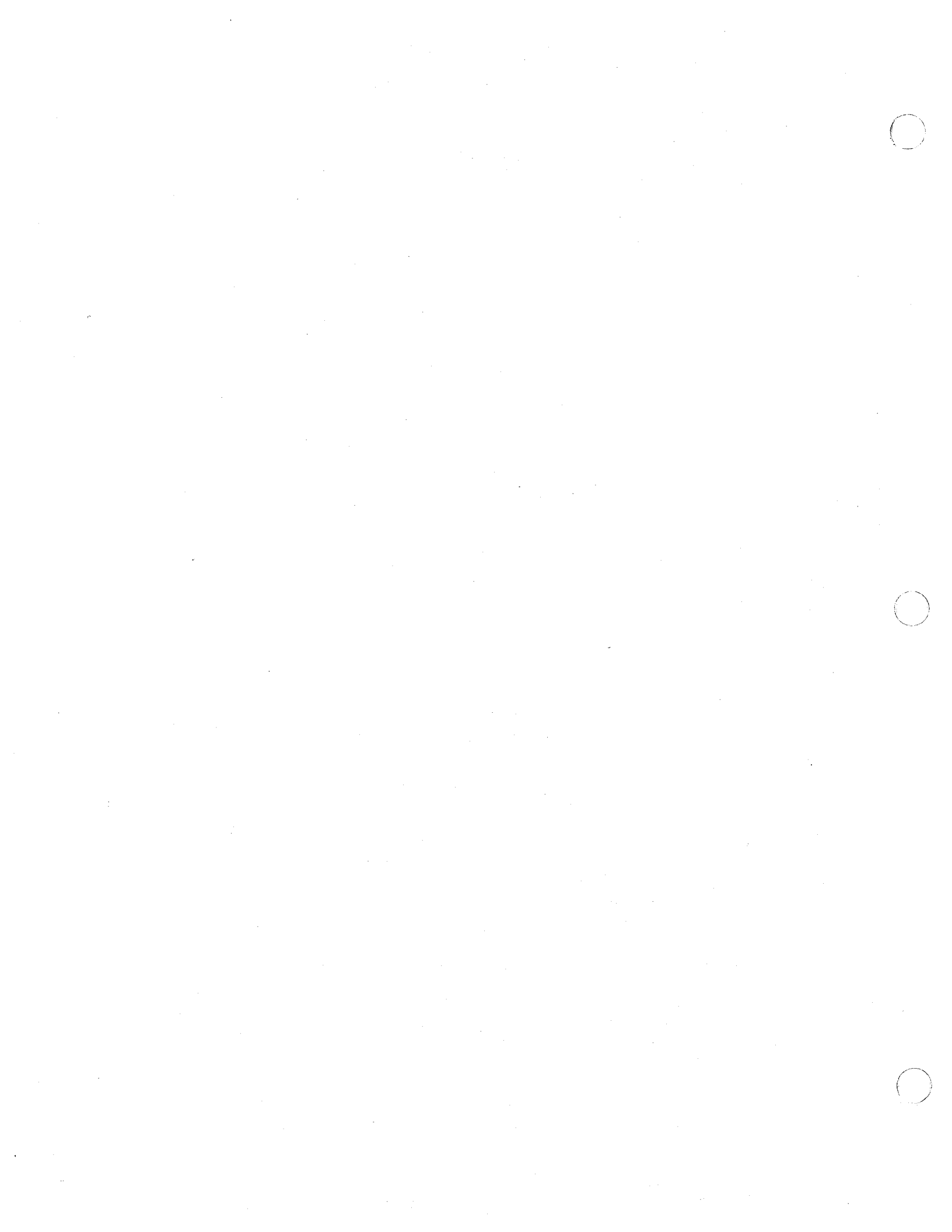
Together With All Work Incidental Thereto
**BOROUGH OF MANHATTAN
CITY OF NEW YORK**

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

August 27, 2014



115-037





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

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

VOLUME 2 OF 3

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

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

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

August 27, 2014





NOTICE TO BIDDERS

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

Significant changes include the following:

ARTICLE 11 DAMAGES CAUSED BY DELAYS

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

ARTICLE 22 INSURANCE

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

ARTICLE 26 EXTRA WORK

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

ARTICLE 37 LABOR LAW REQUIREMENTS
ARTICLE 38 PAYROLL REPORTS

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

ARTICLE 70 ELECTRONIC FILING

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

Other significant changes include the following:

ARTICLE 7 INDEMNIFICATION

Changes have been made to the indemnification provisions.

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.

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CITY OF NEW YORK

**DEPARTMENT OF
DESIGN AND CONSTRUCTION
DIVISION OF INFRASTRUCTURES**

INFORMATION FOR BIDDERS

SEPTEMBER 2008

(NO TEXT ON THIS PAGE)

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

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INFORMATION FOR BIDDERS

1. 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, Consideration of Other Sources of Information and Changed Conditions

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

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

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

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 be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

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

34. Excise Tax

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

35. Licenses and Permits

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

36. Multiple Prime Contractors

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

37. Locally Based Enterprise Requirements (LBE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Bid Submission Requirements

The Bid Submission Requirements are set forth on page 2 of the Bid Booklet.

39. Comptroller's Certificate

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

40. Procurement Policy Board Rules

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

41. 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

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.....**

I. POLICY ON SITE SAFETY

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

- ❑ U. S. Department of Labor 29 Code of Federal Regulations (CFR) Part 1926 and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA) including, but not limited to “Respiratory Protection” (29 CFR 1910.134), “Permit-Required Confined Spaces” (29 CFR 1910.146), and “Hazard Communication” (29 CFR 1910.1200);
- ❑ New York State Department of Labor Industrial Code Rule 23 – Protection in Construction, Demolition and Excavation;
- ❑ New York City Construction Codes, Title 28
- ❑ NYC Department of Transportation Title 34 Chapter 2 – Highway Rules
- ❑ New York State Department of Labor Industrial Code Rule 753
- ❑ NYC Local Law No. 113 (2005) Noise Control Code

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

II. PURPOSE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES

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

A. Resident Engineer / Construction Project Manager / Construction Manager

- Monitors the issuance of safety- related permits, approvals and drawings and maintains copies on site.
- Monitors construction-related work activities to confirm that they are conducted in accordance with DDC policies and all applicable regulations that pertain to construction safety.
- Maintains documentation and periodically attends weekly safety meeting.
- Notifies the Construction Safety Unit and the ACCO's Insurance and Risk Management Unit of project- related accidents and emergencies, as per DDC's Construction Safety Emergency Protocol.
- Gathers facts related to all accidents and prepares DDC Accident Reports.
- Notifies the Construction Safety Unit of outside regulatory agency inspections and forwards a copy of the inspection report within three days of its receipt.
- Monitors the conditions at the site for conformance with the Site Safety Plan and DDC construction documents.
- Notifies the contractor and DDC in the event that any condition or activity exists that is not in compliance with the Site Safety Plan, applicable federal, state or local codes or any condition that presents a potential risk of injury to the public or workers or possible damage to property.
- Notifies DDC of any emergency condition and directs the contractor to provide such labor, materials, equipment and supervision to abate such conditions.
- Reports gross safety violations to the Construction Safety Unit immediately.

B. Contractors

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

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- Conduct and document site-specific safety orientation for Contractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Job Site Safety Coordinator will conduct this training prior to mobilization and provide documentation to the RE/CPM/CM.
- Provide, replace and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.).
- Report unsafe conditions or hazards to the DDC RE/CPM/CM as soon as practical, but no more than 24 hours after discovery, and take action to remove or abate such conditions.
- Report any accident involving injuries to workers or the general public, as well as property damage, to the DDC RE/CPM/CM within two (2) hours.
- Notify the DDC RE/CPM/CM within two (2) hours of the start of an inspection by any regulatory agency personnel, including OSHA.
- Maintain all records pertaining to all required compliance documents and accident and injury reports.
- Respond to DDC recommendations on safety, which shall in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

V. SAFETY QUESTIONNAIRE

DDC requires that all Contractors provide information regarding their current and past safety and environmental performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor must submit a completed DDC Safety Questionnaire listing their workers' compensation experience modification rating and OSHA Incidence Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor must provide the requested update within 30 days.

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

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three years; and
- Criteria 4: A fatality (worker or member of public) experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: An unacceptable rating by QACS based on past performance on DDC projects; and
- Criteria 6: Contractor has in place an acceptable corporate safety program and its employees shall have completed all documented relative safety training; and
- Criteria 7: Contractor shall provide OSHA Injury Records (currently OSHA 300 Log) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Construction Safety Unit may request, through the ACCO, more detail concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, OSHA records, OSHA and DOB citations, EPA citations and written Safety Programs.

VI. SAFETY PROGRAM AND SITE SAFETY PLAN

Within fifteen (15) days of issuance of the Notice to Proceed, or as otherwise directed, the Contractor shall submit the following: (1) Safety Program, and (2) Site Safety Plan. The Safety Program shall set forth the Contractor's overall safety policy, regulatory compliance plan and minimum safety standard, and the Site Safety Plan shall identify hazards associated with the project, and include specific safety precautions and training appropriate and necessary to complete the work. The Safety Program and the Site Safety Plan are subject to review and acceptance by the Construction Safety Unit prior to the commencement of work at the site. Failure by the contractor to submit an acceptable Site Safety Plan and Safety Program shall be grounds for default.

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

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

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

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

- Public and pedestrian safety
- Fall protection
- Electrical hazards
- Scaffolding
- Fire protection
- Emergency notification & response
- Housekeeping / debris removal
- Dust control
- Maintenance and protection of traffic
- Trenching and excavating
- Heavy equipment operations
- Material / equipment storage
- Environmental contamination
- Sheeting and shoring
- Alcohol and Drug Abuse Policy

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

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

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

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

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

As part of the construction kick-off meeting, a Site Safety Plan review will be part of the agenda. A QACS representative will participate in this meeting with the contractor prior to the start of the project for the purpose of:

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

VIII. EVALUATION DURING WORK IN PROGRESS

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

- A. Use of a safety checklist by a representative of the Construction Safety Unit or other designated DDC representative or Consultant during regular, unannounced inspections of the job site. Field Exit Conferences will be held with the RE/CPM, Contractor Superintendents or Safety Representatives.
- B. The RE/CPM will continually monitor the safety and environmental performance of the contractor's employees and work methods. Deficiencies shall be brought to the attention of the contractor's representative on site for immediate correction. The DDC representative will maintain a written record of these deficiencies and forward them to the Construction Safety Unit on a weekly basis. Any critical deficiencies shall be immediately reported to QACS phone# (718) 391-1624 or (718) 391-1911.
- C. If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director- QACS, or designee will meet with the Contractor's safety representative, the DDC project manager, the RE/CPM, or the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.

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- D. If the deficiencies continue to occur with inadequate attention by the contractor, this shall, among other remedies available, be grounds for default.
- E. The contractor shall inform the Construction Safety Unit and ACCO Insurance and Risk Management Unit of all medical injuries or illnesses that require doctors' treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Construction Safety Unit shall also be immediately informed of all fatalities, catastrophic accidents with more than one employee hospitalized, any injuries to members of the general public and major equipment damage (e.g., property damage, equipment rollovers, loads dropped from crane). QACS shall maintain a record of all contractor injuries and illnesses during the project and provide regular reports to the Agency.
- F. The Construction Safety Unit shall be immediately notified at the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections. The Director of Quality Assurance & Construction Safety shall maintain a log of all contractor OSHA/EPA inspections and citations during the project.

IX. SAFETY PERFORMANCE EVALUATION

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

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CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

DECEMBER 2013

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**CITY OF NEW YORK
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WITNESSETH:

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

**CHAPTER I
THE CONTRACT AND DEFINITIONS**

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.31 **"Small Tools"** shall mean items that are ordinarily required for a worker's job function, including but not limited to, equipment that ordinarily has no licensing, insurance

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

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

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

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

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

CHAPTER II THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

4.2 The **Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

5.4.1(c) "**Nonroad Engine**" means an internal combustion engine (including the fuel system) that is not used in a Motor Vehicle or a vehicle used solely for competition, or that is not subject to standards promulgated under Section 7411 or Section 7521 of

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the **Contractor** having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

5.4.3(d)(iii) In determining which technology to use for the purposes of Articles 5.4.3(d)(i) and 5.4.3(d)(ii) above, the **Contractor** shall primarily consider the reduction in emissions of particulate matter and secondarily consider the reduction in emissions of nitrogen oxides associated with the use of such

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers, and similar equipment, except

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

11.1.1 Within seven (7) **Days** after the commencement of such condition, the **Contractor** must notify the **Engineer** in writing of the existence, nature and effect of such condition upon the approved progress schedule and the **Work**, and must state why and in what respects, if any, the condition is causing or may cause a delay.

11.1.2 If the **Contractor** shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter for as long as such damages are being incurred, the **Contractor** shall submit to the **Commissioner** verified written statements of the details and the amounts of such damages, together with documentary evidence of such damages, ("statement of delay damages") as further detailed in Article 11.6. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. On failure of the **Contractor** to strictly comply with all of the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action arising under or by reason of this **Contract** shall not be different from or in excess of the statements made and documentation provided pursuant to this Article 11.

11.1.3 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 construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City Charter**.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City Council** shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

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

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

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

ARTICLE 72. CONFLICTS OF INTEREST

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

ARTICLE 73. MERGER CLAUSE

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

ARTICLE 74. STATEMENT OF WORK

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

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 NINE HUNDRED Dollars, (\$ 8,939,669.24), 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.

THIRTY NINE THOUSAND SIX HUNDRED SIXTY NINE ²⁴/₁₀₀

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.

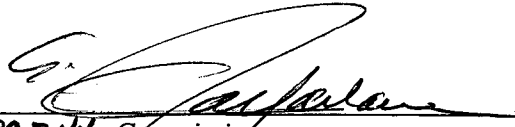
5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify 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.

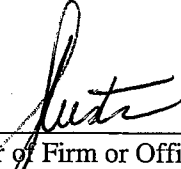
7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief 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: 
Deputy Commissioner

CONTRACTOR:

By: 
(Member of Firm or Officer of Corporation)

Title: Secretary

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


Secretary

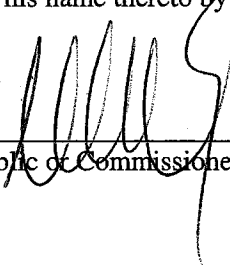
(Seal)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York County of _____ ss:

On this 7 day of April, 2015, before me personally came STEPHEN LICATA to me known who, being by me duly sworn did depose and say that he resides at 670 OLD SALT ROAD MATTITUCK NY 11952 that he is the Secy JLV ENTERPRISES INC 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.

VICTORIA AYO-VAUGHAN
Notary Public, State of New York
Registration #01AY5014042
Qualified in Queens County
Commission Expires July 15, 2015



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:

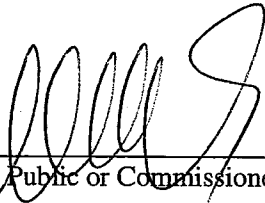
On this _____ day of _____, _____, before me personally appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT BY COMMISSIONER

State of New York County of Queens ss:

On this 7 day of Apr, 2015, before me personally came Eric MacFarlane 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, 2015

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 NINE HUNDRED THIRTY
NINE THOUSAND SIX HUNDRED SIXTY NINE — 24/100

Dollars (\$ 8,939,669.24)

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.


Deputy 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 #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.)

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____
(Seal) Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #1 (Pages 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 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.

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

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

(Seal) _____
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Performance Bond #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 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 _____ 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

<u>CODE</u>	<u>CLASSIFICATION</u>
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: Wasyi 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

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$36.00

Supplemental Benefit Rate per Hour: \$15.45

Overtime

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

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

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

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

Paid Holidays

None

(Local #78 and Local #12A)

BLASTER

Blaster

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

Wage Rate per Hour: \$45.70

Supplemental Benefit Rate per Hour: \$39.69

Blaster (Hydraulic)

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

Wage Rate per Hour: \$46.49

Supplemental Benefit Rate per Hour: \$39.69

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Blaster - Trac Drill Hydraulic

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$41.20
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$40.44
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Operators of Jack Hammers

Chippers: Spaders: Concrete Breakers: and all other pneumatic tools of like usage: Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers: Hydro (Water) Demolition

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$39.43
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Powder Carriers

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$35.66
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Hydraulic Trac Drill Chuck Tender

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$34.42
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Chuck Tender & Nipper

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$33.69
Supplemental Benefit Rate per Hour: \$39.69

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.30
Supplemental Benefit Rate per Hour: \$39.69

Overtime Description

Magazine Keepers:

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$50.45

Supplemental Benefit Rate per Hour: \$41.31

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

Overtime Description

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$47.78

Supplemental Benefit Rate per Hour: \$28.03

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Overtime Holidays

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

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

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

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

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

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$44.10

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

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

Heavy Construction Work

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

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Cement & Concrete Worker

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

Wage Rate per Hour: **\$42.38**

Supplemental Benefit Rate per Hour: **\$26.17**

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

Overtime Description

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

Overtime

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

1/2 day before Christmas Day

1/2 day before New Year's Day

Shift Rates

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

(Cement Concrete Workers District Council)

CEMENT MASON

Cement Mason

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$39.80**

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

Overtime Description

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For an off shift day, (work at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential. Four Days a week at Ten (10)hour day.

(Local #780)

CORE DRILLER

Core Driller

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

Wage Rate per Hour: **\$35.71**

Supplemental Benefit Rate per Hour: **\$21.69**

Core Driller Helper

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

Wage Rate per Hour: **\$28.60**

Supplemental Benefit Rate per Hour: **\$21.69**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Core Driller Helper(Third year in the industry)

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

Wage Rate per Hour: \$25.74

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper (Second year in the industry)

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

Wage Rate per Hour: \$22.88

Supplemental Benefit Rate per Hour: \$21.69

Core Driller Helper (First year in the industry)

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

Wage Rate per Hour: \$20.02

Supplemental Benefit Rate per Hour: \$21.69

Overtime Description

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Shift Rates

The shift day shall be the continuous eight and one-half (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.

(Carpenters District Council)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

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

Wage Rate per Hour: \$42.25

Supplemental Benefit Rate per Hour: \$47.81

Supplemental Note: The above supplemental rate applies for work performed in Manhattan, Bronx, Brooklyn and Queens. \$49.23 - For work performed in Staten Island.

Overtime Description

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

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

(Local #197)

DIVER

Diver (Marine)

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

Wage Rate per Hour: \$61.30

Supplemental Benefit Rate per Hour: \$46.12

Diver Tender (Marine)

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

Wage Rate per Hour: \$43.45

Supplemental Benefit Rate per Hour: \$46.12

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§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.

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

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

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

Wage Rate per Hour: \$48.35

Supplemental Benefit Rate per Hour: \$46.12

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Paid Holidays

None

Shift Rates

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

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Driver - Dump Truck

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

Wage Rate per Hour: **\$38.86**

Supplemental Benefit Rate per Hour: **\$40.44**

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

Driver - Tractor Trailer

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

Wage Rate per Hour: **\$38.88**

Supplemental Benefit Rate per Hour: **\$41.70**

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

Driver - Euclid & Turnapull Operator

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

Wage Rate per Hour: **\$39.44**

Supplemental Benefit Rate per Hour: **\$41.70**

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

Overtime Description

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

Overtime

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

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.

Overtime Holidays

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

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

Paid Holidays

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

Driver Redi-Mix (Sand & Gravel)

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

Wage Rate per Hour: \$36.05

Supplemental Benefit Rate per Hour: \$38.60

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

Overtime Description

For Paid Holidays: Employees working two (2) days in the calendar week in which the holiday falls are to paid for these holidays, provided they shape each remaining workday during that calendar week.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

President's Day
Columbus Day
/eteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

(Local #282)

ELECTRICIAN

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

Electrician "A" (Regular Day)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: **\$53.00**
Supplemental Benefit Rate per Hour: **\$47.54**

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: **\$54.00**
Supplemental Benefit Rate per Hour: **\$50.03**

Electrician "A" (Regular Day Overtime)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: **\$79.50**
Supplemental Benefit Rate per Hour: **\$50.86**

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: **\$81.00**
Supplemental Benefit Rate per Hour: **\$53.41**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Electrician "A" (Day Shift)

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

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$47.54**

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

Wage Rate per Hour: **\$54.00**

Supplemental Benefit Rate per Hour: **\$50.03**

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

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

Wage Rate per Hour: **\$79.50**

Supplemental Benefit Rate per Hour: **\$50.86**

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

Wage Rate per Hour: **\$81.00**

Supplemental Benefit Rate per Hour: **\$53.41**

Electrician "A" (Swing Shift)

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

Wage Rate per Hour: **\$62.19**

Supplemental Benefit Rate per Hour: **\$54.07**

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

Wage Rate per Hour: **\$63.36**

Supplemental Benefit Rate per Hour: **\$56.94**

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

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

Wage Rate per Hour: **\$93.29**

Supplemental Benefit Rate per Hour: **\$57.97**

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

Wage Rate per Hour: **\$95.04**

Supplemental Benefit Rate per Hour: **\$60.91**

Electrician "A" (Graveyard Shift)

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

Wage Rate per Hour: **\$69.66**

Supplemental Benefit Rate per Hour: **\$59.59**

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

Wage Rate per Hour: **\$70.97**

Supplemental Benefit Rate per Hour: **\$62.78**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

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

Wage Rate per Hour: \$104.49

Supplemental Benefit Rate per Hour: \$63.96

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

Wage Rate per Hour: \$106.46

Supplemental Benefit Rate per Hour: \$67.23

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

When so elected by the Employer, one or more shifts of at least five days duration may be scheduled as follows:

Day Shift: 8:00 am to 4:30 pm, Swing Shift 4:30 pm to 12:30 am, Graveyard Shift: 12:30 am to 8:00 am.

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$23.63. Effective 5/13/2015 - \$24.39.

Electrician "M" (First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

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

Wage Rate per Hour: **\$27.00**

Supplemental Benefit Rate per Hour: **\$20.32**

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

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$19.96

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$22.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.06

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

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$20.82**

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

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$20.46

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$23.00

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$18.56

Electrician "M" (Overtime After First 8 hours)

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

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

Wage Rate per Hour: **\$40.50**

Supplemental Benefit Rate per Hour: **\$22.01**

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

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$21.61

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$33.75

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$19.47

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

Wage Rate per Hour: **\$41.25**

Supplemental Benefit Rate per Hour: **\$22.54**

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

First and Second Year "M" Supplemental Rate- Hired on or before 5/10/07: \$22.14

First and Second Year "M" Wage Rate Per Hour - Hired after 5/10/07: \$34.50

First and Second Year "M" Supplemental Rate- Hired after 5/10/07: \$20.00

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Paid Holidays

None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN

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

Alarm Technician

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

Wage Rate per Hour: **\$30.40**

Supplemental Benefit Rate per Hour: **\$13.90**

Supplemental Note: \$12.40 only after 8 hours worked in a day

Overtime Description

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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§220 PREVAILING WAGE SCHEDULE

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:00 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: \$53.00
Supplemental Benefit Rate per Hour: \$49.34

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: \$54.00
Supplemental Benefit Rate per Hour: \$51.86

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: \$40.18
Supplemental Benefit Rate per Hour: \$37.73

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: \$40.93
Supplemental Benefit Rate per Hour: \$39.46

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2014 - 5/19/2015
Wage Rate per Hour: \$34.40
Supplemental Benefit Rate per Hour: \$34.00

Effective Period: 5/20/2015 - 6/30/2015
Wage Rate per Hour: \$35.05
Supplemental Benefit Rate per Hour: \$35.51

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§220 PREVAILING WAGE SCHEDULE

Overtime Description

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

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

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

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

Wage Rate per Hour: \$58.23

Supplemental Benefit Rate per Hour: \$29.47

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

Wage Rate per Hour: \$59.55

Supplemental Benefit Rate per Hour: \$31.07

Overtime Description

For New Construction: work performed after 7 or 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

Overtime

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

Paid Holidays

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

Vacation

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

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

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

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$28.78

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

Wage Rate per Hour: \$46.92

Supplemental Benefit Rate per Hour: \$30.91

Overtime Description

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

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

Paid Holidays

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

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§220 PREVAILING WAGE SCHEDULE

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

Shift Rates

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

Vacation

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

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

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

Wage Rate per Hour: **\$61.05**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$97.68**

Engineer - Heavy Construction Operating Engineer II

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherrypickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 man auger.

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

Wage Rate per Hour: **\$59.24**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: **\$94.78**

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Engineer - Heavy Construction Operating Engineer III

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

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

Wage Rate per Hour: \$56.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$89.95

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling and Manning of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

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

Wage Rate per Hour: \$58.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$94.35

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

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

Wage Rate per Hour: \$77.30

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$123.68

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

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

Wage Rate per Hour: \$39.10

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

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Shift Wage Rate: \$62.56

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

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

Wage Rate per Hour: \$40.11

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$64.18

Engineer - Heavy Construction Oilers I

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

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

Wage Rate per Hour: \$53.22

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$85.15

Engineer - Heavy Construction Oilers II

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

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

Wage Rate per Hour: \$36.97

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$59.15

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

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

Wage Rate per Hour: \$57.05

Supplemental Benefit Rate per Hour: \$31.93

Supplemental Note: \$57.46 on overtime

Shift Wage Rate: \$91.28

Engineer - Steel Erection Oiler I

On a Truck Crane

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

Wage Rate per Hour: \$53.43

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Supplemental Benefit Rate per Hour: \$31.93
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: \$85.49

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$40.84
Supplemental Benefit Rate per Hour: \$31.93
Supplemental Note: \$57.46 on overtime
Shift Wage Rate: \$65.34

Overtime Description

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

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

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

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

Engineer - Building Work Maintenance Engineers I

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

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$54.04

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

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

Wage Rate per Hour: **\$42.10**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers I

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

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

Wage Rate per Hour: **\$51.40**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Engineer - Building Work Oilers II

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

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

Wage Rate per Hour: **\$38.31**

Supplemental Benefit Rate per Hour: **\$31.93**

Supplemental Note: \$57.46 on overtime

Overtime Description

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

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

Shift Rates

Off Shift: double time the regular hourly rate.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

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

Wage Rate per Hour: \$35.55

Supplemental Benefit Rate per Hour: \$17.65

Instrument Person

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

Wage Rate per Hour: \$29.41

Supplemental Benefit Rate per Hour: \$17.65

Rodperson

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

Wage Rate per Hour: \$25.54

Supplemental Benefit Rate per Hour: \$17.65

Overtime Description

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

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first

eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours,

Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

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

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

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

Wage Rate per Hour: \$55.40

Supplemental Benefit Rate per Hour: \$30.62

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

Field Engineer - BC Instrument Person

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

Wage Rate per Hour: \$43.10

Supplemental Benefit Rate per Hour: \$30.62

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

Field Engineer - BC Rodperson

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

Wage Rate per Hour: \$27.96

Supplemental Benefit Rate per Hour: \$30.62

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

Overtime Description

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

ENGINEER - FIELD (HEAVY CONSTRUCTION)
(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations,
Engineering Structures etc.)

Field Engineer - HC Party Chief

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

Wage Rate per Hour: \$62.61

Supplemental Benefit Rate per Hour: \$30.62

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

Field Engineer - HC Instrument Person

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

Wage Rate per Hour: \$46.00

Supplemental Benefit Rate per Hour: \$30.62

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

Field Engineer - HC Rodperson

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

Wage Rate per Hour: \$38.61

Supplemental Benefit Rate per Hour: \$30.62

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

Overtime Description

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

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

Wage Rate per Hour: **\$58.50**

Supplemental Benefit Rate per Hour: **\$30.62**

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

Field Engineer - Steel Erection Instrument Person

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

Wage Rate per Hour: **\$45.53**

Supplemental Benefit Rate per Hour: **\$30.62**

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

Field Engineer - Steel Erection Rodperson

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

Wage Rate per Hour: **\$30.43**

Supplemental Benefit Rate per Hour: **\$30.62**

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

Overtime Description

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

Overtime

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

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

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§220 PREVAILING WAGE SCHEDULE

(Operating Engineer Local #15-D)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

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

Wage Rate per Hour: \$67.70

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$108.32

Operating Engineer - Road & Heavy Construction II

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

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

Wage Rate per Hour: \$70.10

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: 51.75 overtime hours

Shift Wage Rate: \$112.16

Operating Engineer - Road & Heavy Construction III

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

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

Wage Rate per Hour: \$72.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$115.74

Operating Engineer - Road & Heavy Construction IV

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

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

Wage Rate per Hour: \$70.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$113.01

Operating Engineer - Road & Heavy Construction V

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

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

Wage Rate per Hour: **\$69.23**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$110.77**

Operating Engineer - Road & Heavy Construction VI

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

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

Wage Rate per Hour: **\$65.76**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$105.22**

Operating Engineer - Road & Heavy Construction VII

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

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

Wage Rate per Hour: **\$53.08**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$84.93**

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

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

Wage Rate per Hour: **\$41.18**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$51.93**

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

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

Wage Rate per Hour: **\$62.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$100.05**

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Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

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

Wage Rate per Hour: \$57.46

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$91.94

Operating Engineer - Road & Heavy Construction XI

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

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

Wage Rate per Hour: \$44.63

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$71.41

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

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

Wage Rate per Hour: \$66.45

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$106.32

Operating Engineer - Road & Heavy Construction XIII

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

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

Wage Rate per Hour: \$64.34

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$102.94

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

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

Wage Rate per Hour: \$61.53

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$98.45

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Operating Engineer - Road & Heavy Construction XV

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

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

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$66.30**

Operating Engineer - Road & Heavy Construction XVI

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

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

Wage Rate per Hour: **\$58.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.85 overtime hours

Shift Wage Rate: **\$93.98**

Operating Engineer - Road & Heavy Construction XVII

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

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

Wage Rate per Hour: **\$59.21**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$94.74**

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

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

Wage Rate per Hour: **\$85.00**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: **\$136.00**

Operating Engineer - Paving I

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

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

Wage Rate per Hour: **\$65.76**

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Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$105.22

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$64.04
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$102.46

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$54.17
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours
Shift Wage Rate: \$86.67

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$70.32
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$41.76
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

Operating Engineer - Concrete III

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

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$56.16
Supplemental Benefit Rate per Hour: \$28.60
Supplemental Note: \$51.75 overtime hours

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Operating Engineer - Steel Erection I

Three Drum Derricks

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

Wage Rate per Hour: \$73.37

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$117.39

Operating Engineer - Steel Erection II

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

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

Wage Rate per Hour: \$70.50

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$112.80

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

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

Wage Rate per Hour: \$41.84

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$66.94

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine.

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

Wage Rate per Hour: \$39.85

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

Shift Wage Rate: \$63.76

Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

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

Wage Rate per Hour: \$57.82

Supplemental Benefit Rate per Hour: \$28.60

Supplemental Note: \$51.75 overtime hours

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Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

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

Wage Rate per Hour: **\$43.28**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work III

Double Drum

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

Wage Rate per Hour: **\$65.83**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

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

Wage Rate per Hour: **\$69.74**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

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

Wage Rate per Hour: **\$64.26**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

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

Wage Rate per Hour: **\$63.58**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

Operating Engineer - Building Work VII

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Rack & Pinion and House Cars

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

Wage Rate per Hour: **\$50.53**

Supplemental Benefit Rate per Hour: **\$28.60**

Supplemental Note: \$51.75 overtime hours

For New House Car projects started after 7/1/11 only: Wage Rate per Hour \$40.31

Overtime Description

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

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

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

Wage Rate per Hour: **\$49.88**

Supplemental Benefit Rate per Hour: **\$44.10**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

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

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2014 - 10/31/2014

Wage Rate per Hour: **\$42.50**

Supplemental Benefit Rate per Hour: **\$35.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$43.59**

Effective Period: 11/1/2014 - 6/30/2015

Wage Rate per Hour: **\$42.85**

Supplemental Benefit Rate per Hour: **\$35.59**

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Supplemental Note: Supplemental Benefit Overtime Rate: \$44.09

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Shifts shall be any 7 hours beyond 4:00 P.M. for which the glazier shall receive 8 hours pay for 7 hours worked.

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE

(For the Installation of Glass - All repair and maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$105,000. Except where enumerated (i.e. plate glass windows) does not apply to non-residential buildings.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Residential glass replacement, Residential mirrors and shower doors, Storm windows and storm doors, Residential replacement windows, Herculite door repairs, Door closer repairs, Retrofit apartment house (non commercial buildings), Glass tinting.

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

Wage Rate per Hour: \$23.60

Supplemental Benefit Rate per Hour: \$19.04

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Overtime

Time and one half the regular rate after an 8 hour day.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(Local #1281)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$56.98
Supplemental Benefit Rate per Hour: \$34.81

Overtime Description

Double time shall be paid for supplemental benefits during overtime work.
8th hour paid at time and one half.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. Off hour work in occupied or retail buildings may be worked on weekdays with an increment of \$1.00 per hour and eight hours pay for seven (7) hours worked. Double time will apply for over seven (7) hours worked on weekdays, weekends or holidays.

(Local #12)

HOUSE WRECKER (TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

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

Wage Rate per Hour: \$34.51

Supplemental Benefit Rate per Hour: \$25.59

House Wrecker - Tier B

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

Wage Rate per Hour: \$24.02

Supplemental Benefit Rate per Hour: \$19.12

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

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

Wage Rate per Hour: \$42.70

Supplemental Benefit Rate per Hour: \$45.77

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter, time and one half the regular rate for Saturday for the first seven hours of work and double time shall be paid for all work on a Saturday thereafter.

Overtime

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

For off shift work - 8 hours pay for 7 hours of work. When two or three shifts are employed on a job, Monday through Friday, the workday for each shift shall be seven hours and paid for ten and one-half hours at the single time rate. When two or three shifts are worked on Saturday, Sunday or holidays, each shift shall be seven hours and paid fifteen and three-quarters hours.

(Local #580)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

IRON WORKER - STRUCTURAL

Iron Worker - Structural

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

Wage Rate per Hour: \$47.75

Supplemental Benefit Rate per Hour: \$65.35

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

(Local #40 & #361)

LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: **\$39.85**

Supplemental Benefit Rate per Hour: **\$34.88**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

Labor Day

Thanksgiving Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.75
Supplemental Benefit Rate per Hour: \$13.80

Landscaper (3 - 6 years experience)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$24.75
Supplemental Benefit Rate per Hour: \$13.80

Landscaper (up to 3 years experience)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.25
Supplemental Benefit Rate per Hour: \$13.80

Groundperson

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.25
Supplemental Benefit Rate per Hour: \$13.80

Tree Remover / Pruner

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$30.75
Supplemental Benefit Rate per Hour: \$13.80

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.75
Supplemental Benefit Rate per Hour: \$13.80

Watering - Plant Maintainer

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$15.75
Supplemental Benefit Rate per Hour: \$13.80

Overtime Description

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$50.85
Supplemental Benefit Rate per Hour: \$34.21

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$51.15
Supplemental Benefit Rate per Hour: \$34.87

Marble Finisher

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$39.99
Supplemental Benefit Rate per Hour: \$33.34

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$40.26
Supplemental Benefit Rate per Hour: \$33.90

Marble Polisher

Effective Period: 7/1/2014 - 12/31/2014
Wage Rate per Hour: \$35.96
Supplemental Benefit Rate per Hour: \$25.92

Effective Period: 1/1/2015 - 6/30/2015
Wage Rate per Hour: \$36.25
Supplemental Benefit Rate per Hour: \$26.28

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates. Time and one half the regular rate after a 7 hour day or time and one half the regular rate after an 8 hour day - chosen by Employer at the start of the project and then would last for the full duration of the project.

Overtime

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

Overtime Holidays

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

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

Paid Holidays

None

(Local #7)

MASON TENDER

Mason Tender

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$36.05
Supplemental Benefit Rate per Hour: \$26.74

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The Employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate.

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(The erection, building, moving, servicing and dismantling of enclosures, scaffolding, barricades, protection and site safety structures etc., on Interior Demolition jobs.)

Mason Tender Tier A

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

Wage Rate per Hour: \$34.99

Supplemental Benefit Rate per Hour: \$21.10

Mason Tender Tier B

On Interior Demolition job sites 33 1/3 % of the employees shall be classified as Tier A Interior Demolition Workers and 66 2/3 % shall be classified as Tier B Interior Demolition Workers; provided that the employer may employ more than 33 1/3 % Tier A Interior Demolition Workers on the job site. Where the number of employees on a job site is not divisible by 3, the first additional employee (above the number of employees divisible by three) shall be a Tier B Interior Demolition Worker, and the second additional employee shall be a Tier A Interior Demolition Worker.

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

Wage Rate per Hour: \$24.18

Supplemental Benefit Rate per Hour: \$15.42

Overtime

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

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

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

Wage Rate per Hour: \$42.03

Supplemental Benefit Rate per Hour: \$41.07

Supplemental Note: Supplemental benefits for overtime are paid at the appropriate overtime rate.

Overtime Description

Overtime would be time and one half the regular rate after a seven (7) or eight (8) hours workday, which would be set at the start of the job.

Overtime

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

Overtime Holidays

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

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

There shall be either two (2) or three (3) shifts, each shift shall be eight (8) hours with nine (9) hours pay, including one half (½) hour for lunch. Off-Hour Start shall commence after 3:30 P.M. and shall conclude by 6:00 A.M. The first consecutive seven (7) hours shall be at straight time with a differential of twelve dollars (\$12.00) per hour. Fringes shall be paid at the straight time rate.

(Local #46)

MILLWRIGHT

Millwright

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

Wage Rate per Hour: **\$48.44**

Supplemental Benefit Rate per Hour: **\$50.52**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

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

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

The first shift shall receive the straight time rate of pay. The second shift receives the straight time rate of pay plus fifteen (15%) per cent. Members of the second shift shall be allowed one half hour to eat, with this time being included in the hours of the workday established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) per cent for weekday hours.

(Local #740)

MOSAIC MECHANIC

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

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

Wage Rate per Hour: **\$45.23**

Supplemental Benefit Rate per Hour: **\$36.59**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.56 per hour.

Mosaic Mechanic - Mosaic & Terrazzo Finisher

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

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 per hour.

Mosaic Mechanic - Machine Operator Grinder

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

Wage Rate per Hour: **\$43.63**

Supplemental Benefit Rate per Hour: **\$36.57**

Supplemental Note: Supplemental benefits for overtime to be paid at the rate of \$47.54 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: 7/1/2014 - 6/30/2015

Wage Rate per Hour: \$39.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

Spray & Scaffold / Decorative / Sandblast

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

Wage Rate per Hour: \$42.50

Supplemental Benefit Rate per Hour: \$26.12

Supplemental Note: \$30.75 on overtime

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

(District Council of Painters #9)

PAINTER - SIGN

Designer

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

Wage Rate per Hour: \$36.15

Supplemental Benefit Rate per Hour: \$9.66

Journeyperson

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$33.62
Supplemental Benefit Rate per Hour: \$9.66

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

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

Shift Rates

All work performed outside the regular 8 hour work day (either 7:00 A.M to 3:30 P.M or 8:00 A.M. to 4:30 P.M)
shall be paid at time and one half the regular hourly rate.

(Local #8A-28A)

PAINTER - STRIPER

Striper (paint)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$34.00
Supplemental Benefit Rate per Hour: \$12.60
Supplemental Note: Overtime Supplemental Benefit rate - \$8.35 New Hire Rate (0-3 months) - \$0.00

Lineperson (thermoplastic)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$38.00
Supplemental Benefit Rate per Hour: \$12.60
Supplemental Note: Overtime Supplemental Benefit rate - \$8.35; New Hire Rate (0-3 months) - \$0.00

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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: 7/1/2014 - 9/30/2014

Wage Rate per Hour: **\$47.00**

Supplemental Benefit Rate per Hour: **\$33.58**

Effective Period: 10/1/2014 - 6/30/2015

Wage Rate per Hour: **\$48.75**

Supplemental Benefit Rate per Hour: **\$34.58**

Painter - Power Tool

Effective Period: 7/1/2014 - 9/30/2014

Wage Rate per Hour: **\$53.00**

Supplemental Benefit Rate per Hour: **\$33.58**

Effective Period: 10/1/2014 - 6/30/2015

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: \$54.75
Supplemental Benefit Rate per Hour: \$34.58

Overtime Description

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime

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

Overtime Holidays

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

Paid Holidays

None

Shift Rates

Regular hourly rates plus a ten per cent (10%) differential

(Local #806)

PAPERHANGER

Paperhanger

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

Wage Rate per Hour: \$41.08

Supplemental Benefit Rate per Hour: \$29.23

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PAVER AND ROADBUILDER

Paver & Roadbuilder - Formsetter

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

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$35.15**

Paver & Roadbuilder - Laborer

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work before the installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry seal coating, maintenance of safety surfaces; play equipment installation, and other related work.

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

Wage Rate per Hour: **\$40.32**

Supplemental Benefit Rate per Hour: **\$35.15**

Production Paver & Roadbuilder - Screed Person

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

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

Wage Rate per Hour: **\$45.24**

Supplemental Benefit Rate per Hour: **\$35.15**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Production Paver & Roadbuilder - Raker

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

Wage Rate per Hour: **\$44.73**

Supplemental Benefit Rate per Hour: **\$35.15**

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

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

Wage Rate per Hour: **\$41.44**

Supplemental Benefit Rate per Hour: **\$35.15**

Overtime Description

Veteran's Day is a Paid Holiday for employees working on production paving.

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

Employees who work on a holiday listed below receive the straight time rate plus one day's pay for the holiday.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Paid Holidays

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 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 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)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

PLASTERER

Plasterer

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

Wage Rate per Hour: **\$42.43**

Supplemental Benefit Rate per Hour: **\$27.95**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When it is not possible to conduct alteration work during regular work hours, in a building occupied by tenants, said work shall proceed on a shift basis: however work over seven (7) hours in any twenty four (24) hour period, the time after seven (7) hours shall be considered overtime.

The second shift shall start at a time between 3:30 p.m. and 7:00 p.m. and shall consist of seven (7) working hours and shall receive eight (8) hours of wages and benefits at the straight time rate. The workers on the second shift shall be allowed one-half (1/2) hour to eat with this time being included in the seven (7) hours of work.

(Local #530)

PLASTERER - TENDER

Plasterer - Tender

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

PUBLISH DATE: 7/1/2014

EFFECTIVE PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2015

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$35.53**

Supplemental Benefit Rate per Hour: **\$26.31**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

PLUMBER

Plumber

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

Wage Rate per Hour: **\$65.27**

Supplemental Benefit Rate per Hour: **\$25.78**

Supplemental Note: Overtime supplemental benefit rate per hour: **\$40.78**

Plumber - Temporary Services

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

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

Wage Rate per Hour: **\$52.24**

Supplemental Benefit Rate per Hour: **\$20.20**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Description

Double time the regular rate after a 7 hour day - unless for new construction site work where the plumbing contract price is \$1.5 million or less, the hours of labor can be 8 hours per day at the employers option. On Alteration jobs when other mechanical trades at the site are working an eighth hour at straight time, then the plumber shall also work an eighth hour at straight time.

Overtime

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Shift work, when directly specified in public agency or authority documents where plumbing contract is \$8 million or less, will be permitted. 30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday. 50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)
(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

Plumber

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$38.27
Supplemental Benefit Rate per Hour: \$12.84

Overtime

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Overtime Holidays

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

New Year's Day
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

(Plumbers Local # 1)

**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME
CONSTRUCTION)**

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

Wage Rate per Hour: \$45.19

Supplemental Benefit Rate per Hour: \$18.79

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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

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

Paid Holidays

None

Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

(Plumbers Local #1)

PLUMBER: PUMP & TANK
Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

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

Wage Rate per Hour: \$62.83

Supplemental Benefit Rate per Hour: \$21.37

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**

Pointer - Waterproofer, Caulker Mechanic

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$24.40**

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

ROOFER

Roofer

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

Wage Rate per Hour: **\$40.70**

Supplemental Benefit Rate per Hour: **\$28.67**

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

President's Day
Memorial Day
Independence Day
Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential.

(Local #8)

**SANDBLASTER - STEAMBLASTER
(Exterior Building Renovation)**

Sandblaster / Steamblaster

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

Wage Rate per Hour: \$47.41

Supplemental Benefit Rate per Hour: \$24.40

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

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

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Paid Holidays

None

Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:30 P.M.) is to be paid at time and one half the regular rate.

(Bricklayer District Council)

SHEET METAL WORKER

Sheet Metal Worker

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

Wage Rate per Hour: **\$46.21**

Supplemental Benefit Rate per Hour: **\$43.89**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Sheet Metal Worker - Fan Maintenance

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

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

Wage Rate per Hour: **\$36.97**

Supplemental Benefit Rate per Hour: **\$43.89**

Sheet Metal Worker - Duct Cleaner

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

Wage Rate per Hour: **\$12.90**

Supplemental Benefit Rate per Hour: **\$8.07**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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. No journey person engaged in fan maintenance shall work in excess of forty (40) hours in any work week.

(Local #28)

**SHEET METAL WORKER - SPECIALTY
(Decking & Siding)**

Sheet Metal Specialty Worker

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

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

Wage Rate per Hour: \$40.78

Supplemental Benefit Rate per Hour: \$23.38

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$23.83**
Supplemental Benefit Rate per Hour: **\$2.87**

Shipyard Mechanic - Second Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$15.44**
Supplemental Benefit Rate per Hour: **\$2.54**

Shipyard Laborer - First Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$19.28**
Supplemental Benefit Rate per Hour: **\$2.69**

Shipyard Laborer - Second Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$12.36**
Supplemental Benefit Rate per Hour: **\$2.43**

Shipyard Dockhand - First Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$22.68**
Supplemental Benefit Rate per Hour: **\$2.82**

Shipyard Dockhand - Second Class

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$14.22**
Supplemental Benefit Rate per Hour: **\$2.50**

Overtime Description

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

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 hourly rate after 40 hours in any work week.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$44.20**
Supplemental Benefit Rate per Hour: **\$44.10**

Overtime

Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter I

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

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

Work performed between 3:30 P.M. and 7:00 A.M. and on Saturdays, Sundays and Holidays shall be at double time the regular hourly rate and paid at the overtime supplemental benefit rate above.

Steamfitter II

For heating, ventilation, air conditioning and mechanical public works contracts with a dollar value not to exceed \$15,000,000 and for fire protection/sprinkler public works contracts not to exceed \$1,500,000.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$53.25

Supplemental Benefit Rate per Hour: \$51.04

Supplemental Note: Overtime supplemental benefit rate: \$101.34

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. A shift shall consist of eight working hours. All work performed in excess of eight hours shall be paid at double time. No shift shall commence after 7:00 P.M. on Friday or 7:00 P.M. the day before holidays. All work performed after 12:01 A.M. Saturday or 12:01 A.M. the day before a Holiday will be paid at double time. When shift work is performed the wage rate for regular time worked is a thirty percent premium together with fringe benefits.

On Transit Authority projects, where work is performed in the vicinity of tracks all shift work on weekends and holidays may be performed at the regular shift rates.

Local #638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

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

Wage Rate per Hour: \$38.30

Supplemental Benefit Rate per Hour: \$12.76

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Refrigeration and Air Conditioner Service Person V

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

Wage Rate per Hour: \$31.47

Supplemental Benefit Rate per Hour: \$11.55

Refrigeration and Air Conditioner Service Person IV

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

Wage Rate per Hour: \$26.07

Supplemental Benefit Rate per Hour: \$10.52

Refrigeration and Air Conditioner Service Person III

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

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

Wage Rate per Hour: \$22.38

Supplemental Benefit Rate per Hour: \$9.76

Refrigeration and Air Conditioner Service Person II

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

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

Wage Rate per Hour: \$18.56

Supplemental Benefit Rate per Hour: \$9.06

Refrigeration and Air Conditioner Service Person I

Filter changing and maintenance thereof, oil and greasing, tower and coil cleaning, scraping and painting, general housekeeping, taking of water samples.

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

Wage Rate per Hour: \$13.57

Supplemental Benefit Rate per Hour: \$8.30

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Independence Day

Labor Day

Veteran's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Thanksgiving Day
Christmas Day

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

Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638B)

STONE MASON - SETTER

Stone Mason - Setters

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

Wage Rate per Hour: **\$46.56**

Supplemental Benefit Rate per Hour: **\$36.40**

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2014 - 12/30/2014

Wage Rate per Hour: \$45.32

Supplemental Benefit Rate per Hour: \$22.66

Effective Period: 12/31/2014 - 6/30/2015

Wage Rate per Hour: \$45.82

Supplemental Benefit Rate per Hour: \$22.66

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

Time and one half the regular rate outside the regular work hours (8:00 A.M. through 3:30 P.M.)

(Local #1974)

TELECOMMUNICATION WORKER (Voice Installation Only)

Telecommunication Worker

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

Wage Rate per Hour: **\$39.18**

Supplemental Benefit Rate per Hour: **\$13.19**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$12.64 for Staten Island only.

Overtime

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

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Paid Holidays

New Year's Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: **\$38.80**
Supplemental Benefit Rate per Hour: **\$28.03**

Overtime

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

Overtime Holidays

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

Paid Holidays

None

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TILE LAYER - SETTER

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 PREVAILING WAGE SCHEDULE

Tile Layer - Setter

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

Wage Rate per Hour: \$49.88

Supplemental Benefit Rate per Hour: \$32.36

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

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

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Shift Rates

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

TIMBERPERSON

Timberperson

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

Wage Rate per Hour: \$44.33

Supplemental Benefit Rate per Hour: \$45.39

Overtime

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

Time and one half the regular hourly rate after 40 hours in any work week.

Overtime Holidays

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
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

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

(Local #1536)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

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

Wage Rate per Hour: \$54.20

Supplemental Benefit Rate per Hour: \$48.20

Tunnel Workers (Compressed Air Rates)

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

Wage Rate per Hour: \$52.31

Supplemental Benefit Rate per Hour: \$46.59

Top Nipper (Compressed Air Rates)

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

Wage Rate per Hour: \$51.35

Supplemental Benefit Rate per Hour: \$45.78

Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)

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

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.91

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

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

Wage Rate per Hour: \$50.42

Supplemental Benefit Rate per Hour: \$44.92

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

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

Wage Rate per Hour: \$43.94

Supplemental Benefit Rate per Hour: \$42.55

Blasters (Free Air Rates)

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

Wage Rate per Hour: \$51.72

Supplemental Benefit Rate per Hour: \$46.03

Tunnel Workers (Free Air Rates)

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

Wage Rate per Hour: \$49.48

Supplemental Benefit Rate per Hour: \$44.06

All Others (Free Air Rates)

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

Wage Rate per Hour: \$45.73

Supplemental Benefit Rate per Hour: \$40.75

Microtunneling (Free Air Rates)

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

Wage Rate per Hour: \$39.58

Supplemental Benefit Rate per Hour: \$35.25

Overtime Description

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 7 hour day, or for Saturday, or for Sunday. Double time the regular rate for work on a holiday.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

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

Paid Holidays

New Year's Day

**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
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day**

(Local #147)

**WELDER
TO BE PAID AT THE RATE OF THE JOURNEYPERSON IN THE TRADE
PERFORMING THE WORK.**

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

APPENDIX

Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be employed on a public work project.

Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the journey person wage rate for the classification of work he actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

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ASBESTOS HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Asbestos Handler (First 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 78% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Second 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Third 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 83% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

Asbestos Handler (Fourth 1000 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 89% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$15.45

(Local #78)

BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$29.74

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.40

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$33.05

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$34.69

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$36.34

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$38.00

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$39.65

(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Second 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Third 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fourth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Fifth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

Bricklayer (Sixth 750 Hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 95% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$17.10

(Bricklayer District Council)

CARPENTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Third Year)

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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.25

Carpenter (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$30.25

(Carpenters District Council)

CEMENT MASON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Cement Mason (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Cement Mason (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's Rate

(Local #780)

CEMENT AND CONCRETE WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (0 - 500 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$18.04

Cement & Concrete Worker (501 - 1000 hours)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$18.87

Cement & Concrete Worker (1001 - 2000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$24.25

Cement & Concrete Worker (2001 - 4000 hours)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Benefit Rate Per Hour: \$25.07

(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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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: 7/1/2014 - 6/30/2015
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 Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.26

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: \$31.26

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician (First Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$12.50
Supplemental Benefit Rate per Hour: \$11.10
Overtime Supplemental Rate Per Hour: \$11.93

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$13.00

Supplemental Benefit Rate per Hour: \$11.61

Overtime Supplemental Rate Per Hour: \$12.47

Electrician (First Term: 7-12 Months)

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

Wage Rate per Hour: \$13.50

Supplemental Benefit Rate per Hour: \$11.62

Overtime Supplemental Rate Per Hour: \$12.51

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

Wage Rate per Hour: \$14.00

Supplemental Benefit Rate per Hour: \$12.12

Overtime Supplemental Rate Per Hour: \$13.04

Electrician (Second Term: 0-6 Months)

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

Wage Rate per Hour: \$14.50

Supplemental Benefit Rate per Hour: \$12.13

Overtime Supplemental Rate Per Hour: \$13.08

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

Wage Rate per Hour: \$15.00

Supplemental Benefit Rate per Hour: \$12.63

Overtime Supplemental Rate Per Hour: \$13.62

Electrician (Second Term: 7-12 Months)

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

Wage Rate per Hour: \$15.50

Supplemental Benefit Rate per Hour: \$12.64

Overtime Supplemental Rate Per Hour: \$13.66

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

Wage Rate per Hour: \$16.00

Supplemental Benefit Rate per Hour: \$13.14

Overtime Supplemental Rate Per Hour: \$14.19

Electrician (Third Term: 0-6 Months)

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

Wage Rate per Hour: \$16.50

Supplemental Benefit Rate per Hour: \$13.15

Overtime Supplemental Rate Per Hour: \$14.23

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

Wage Rate per Hour: \$17.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.77

Electrician (Third Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$17.50
Supplemental Benefit Rate per Hour: \$13.65
Overtime Supplemental Rate Per Hour: \$14.81

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$18.00
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.34

Electrician (Fourth Term: 0-6 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$18.50
Supplemental Benefit Rate per Hour: \$14.16
Overtime Supplemental Rate Per Hour: \$15.38

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$19.00
Supplemental Benefit Rate per Hour: \$14.67
Overtime Supplemental Rate Per Hour: \$15.92

Electrician (Fourth Term: 7-12 Months)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$20.50
Supplemental Benefit Rate per Hour: \$15.18
Overtime Supplemental Rate Per Hour: \$16.53

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$21.00
Supplemental Benefit Rate per Hour: \$15.68
Overtime Supplemental Rate Per Hour: \$17.07

Electrician (Fifth Term: 0-12 Months - Hired on or after 5/10/07)

Effective Period: 7/1/2014 - 5/12/2015
Wage Rate per Hour: \$22.50
Supplemental Benefit Rate per Hour: \$18.06
Overtime Supplemental Rate Per Hour: \$19.47

Effective Period: 5/13/2015 - 6/30/2015
Wage Rate per Hour: \$23.00
Supplemental Benefit Rate per Hour: \$18.56
Overtime Supplemental Rate Per Hour: \$20.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Electrician (Fifth Term: 13-18 Months - Hired on or after 5/10/07)

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

Wage Rate per Hour: \$27.00

Supplemental Benefit Rate per Hour: \$20.32

Overtime Supplemental Rate Per Hour: \$22.01

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

Wage Rate per Hour: \$27.50

Supplemental Benefit Rate per Hour: \$20.82

Overtime Supplemental Rate Per Hour: \$22.54

Electrician (Fifth Term: 0-18 Months - Hired before 5/10/07)

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

Wage Rate per Hour: \$26.30

Supplemental Benefit Rate per Hour: \$19.96

Overtime Supplemental Rate Per Hour: \$21.61

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

Wage Rate per Hour: \$26.80

Supplemental Benefit Rate per Hour: \$20.46

Overtime Supplemental Rate Per Hour: \$22.14

Overtime Description

Overtime Wage paid at time and one half the regular rate

For "A" rated Apprentices (work in excess of 7 hours per day)

For "M" rated Apprentices (work in excess of 8 hours per day)

(Local #3)

ELEVATOR CONSTRUCTOR

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

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

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$25.46

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

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$26.94

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Elevator (Constructor) - Second Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$25.86

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.35

Elevator (Constructor) - Third Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.66

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.17

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$27.46

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$29.00

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$24.85

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.87

Elevator Service/Modernization Mechanic (Second Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$25.24

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: \$27.27

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.02

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.08

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2014 - 3/16/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$26.81

Effective Period: 3/17/2015 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: \$28.89

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.49
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Third Year

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.92
Supplemental Benefit Rate per Hour: \$20.68

Engineer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$33.73
Supplemental Benefit Rate per Hour: \$20.68

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour 40% of Journeyman's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's Rate
Supplemental Benefit Per Hour: \$18.60

Operating Engineer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's Rate
Supplemental Benefit Per Hour: \$18.60

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Floor Coverer (First Year)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

Floor Coverer (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$30.25

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$12.97

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyman's rate
Supplemental Rate Per Hour: \$13.12

Glazier (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$22.25

Glazier (Third Year)

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$24.75

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$25.10

Glazier (Fourth Year)

Effective Period: 7/1/2014 - 10/31/2014
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$29.87

Effective Period: 11/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$30.02

(Local #1281)

**HEAT & FROST INSULATOR
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #12)

**HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

House Wrecker - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$20.52
Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$21.67
Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$23.27
Supplemental Benefit Rate per Hour: \$16.60

House Wrecker - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.83
Supplemental Benefit Rate per Hour: \$16.60

(Mason Tenders District Council)

**IRON WORKER - ORNAMENTAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

Iron Worker (Ornamental) - 1st Ten Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$35.15

Iron Worker (Ornamental) - 11 -16 Months

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§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$36.21

Iron Worker (Ornamental) - 17 - 22 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$37.27

Iron Worker (Ornamental) - 23 - 28 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$39.40

Iron Worker (Ornamental) - 29 - 36 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$41.52

(Local #580)

IRON WORKER - STRUCTURAL
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$24.98
Supplemental Benefit Rate per Hour: \$45.53

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.58
Supplemental Benefit Rate per Hour: \$45.53

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$26.18
Supplemental Benefit Rate per Hour: \$45.53

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Second 1000 hours

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

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Third 1000 hours

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

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - Fourth 1000 hours

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

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$34.88

(Local #731)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Cutters & Setters - First 750 Hours

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

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - Second 750 Hours

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

Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Cutters & Setters - Third 750 Hours

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

Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Cutters & Setters - Fourth 750 Hours

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Cutters & Setters - Fifth 750 Hours

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

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Cutters & Setters - Sixth 750 Hours

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

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

Polishers & Finishers - First 750 Hours

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

Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Polishers & Finishers - Second 750 Hours

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

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

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

Wage and Supplemental Rate Per Hour: 90% of Journeyman's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Mason Tender - First Year

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

Wage Rate per Hour: \$20.99

Supplemental Benefit Rate per Hour: \$17.86

Mason Tender - Second Year

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

Wage Rate per Hour: \$22.14

Supplemental Benefit Rate per Hour: \$17.86

Mason Tender - Third Year

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

Wage Rate per Hour: \$23.84

Supplemental Benefit Rate per Hour: \$17.86

Mason Tender - Fourth Year

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

Wage Rate per Hour: \$26.50

Supplemental Benefit Rate per Hour: \$17.86

(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Metallic Lather (First Year -Called Prior to 6/29/11)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$28.11
Supplemental Benefit Rate per Hour: \$22.79

Metallic Lather (Second Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$32.71
Supplemental Benefit Rate per Hour: \$24.44

Metallic Lather (Third Year - Called Prior to 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$37.77
Supplemental Benefit Rate per Hour: \$25.59

Metallic Lather (First Year -Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$17.71
Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Second Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$22.81
Supplemental Benefit Rate per Hour: \$19.85

Metallic Lather (Third Year - Called On Or After 6/29/11)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$27.91
Supplemental Benefit Rate per Hour: \$19.85

(Local #46)

MILLWRIGHT
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$26.64

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$32.84

Millwright (Second Year)

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

Wage Rate per Hour: \$31.49

Supplemental Benefit Rate per Hour: \$36.18

Millwright (Third Year)

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

Wage Rate per Hour: \$36.33

Supplemental Benefit Rate per Hour: \$40.66

Millwright (Fourth Year)

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

Wage Rate per Hour: \$46.02

Supplemental Benefit Rate per Hour: \$46.24

(Local #740)

PAVER AND ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

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

Wage Rate per Hour: \$26.61

Supplemental Benefit Rate per Hour: \$16.50

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

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

Wage Rate per Hour: \$28.22

Supplemental Benefit Rate per Hour: \$16.50

(Local #1010)

PAINTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

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

Wage Rate per Hour: \$15.80

Supplemental Benefit Rate per Hour: \$11.88

Painter - Brush & Roller - Second Year

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

Wage Rate per Hour: \$19.75

Supplemental Benefit Rate per Hour: \$15.73

Painter - Brush & Roller - Third Year

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

Wage Rate per Hour: \$23.70

Supplemental Benefit Rate per Hour: \$18.64

Painter - Brush & Roller - Fourth Year

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

Wage Rate per Hour: \$31.60

Supplemental Benefit Rate per Hour: \$24.02

(District Council of Painters)

PAINTER - STRUCTURAL STEEL

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Painters - Structural Steel (First Year)

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

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

Painters - Structural Steel (Second Year)

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

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

Painters - Structural Steel (Third Year)

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

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

Wage Rate Per Hour: 40% of Journeyman's rate

Supplemental Rate Per Hour: \$15.76

Plasterer - First Year: 2nd Six Months

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

Wage Rate Per Hour: 45% of Journeyman's rate

Supplemental Rate Per Hour: \$16.24

Plasterer - Second Year: 1st Six Months

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

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: \$18.21

Plasterer - Second Year: 2nd Six Months

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

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$19.29

Plasterer - Third Year: 1st Six Months

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

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: \$21.46

Plasterer - Third Year: 2nd Six Months

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

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$22.54

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #530)

PLUMBER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$0.71

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$14.00
Supplemental Benefit Rate per Hour: \$2.96

Plumber - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$23.87
Supplemental Benefit Rate per Hour: \$11.46

Plumber - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$25.97
Supplemental Benefit Rate per Hour: \$11.46

Plumber - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$28.82
Supplemental Benefit Rate per Hour: \$11.46

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$30.22
Supplemental Benefit Rate per Hour: \$11.46

Plumber - Fifth Year: 2nd Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
\$220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$42.29

Supplemental Benefit Rate per Hour: \$11.46

(Plumbers Local #1)

**POINTER - WATERPROOFER, CAULKER MECHANIC (EXTERIOR BUILDING
RENOVATION)**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Pointer - Waterproofer, Caulker Mechanic - First Year

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

Wage Rate per Hour: \$25.01

Supplemental Benefit Rate per Hour: \$4.75

Pointer - Waterproofer, Caulker Mechanic - Second Year

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

Wage Rate per Hour: \$27.25

Supplemental Benefit Rate per Hour: \$9.70

Pointer - Waterproofer, Caulker Mechanic - Third Year

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

Wage Rate per Hour: \$32.24

Supplemental Benefit Rate per Hour: \$12.45

Pointer - Waterproofer, Caulker Mechanic - Fourth Year

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

Wage Rate per Hour: \$38.66

Supplemental Benefit Rate per Hour: \$12.45

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Roofer - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 35% of Journeyperson's Rate

Roofer - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's Rate

Roofer - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's Rate

Roofer - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's Rate

(Local #8)

**SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 25% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.15

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$16.21

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: \$22.23

Sheet Metal Worker (31-36 Months)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: \$26.16

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: \$28.13

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: \$32.09

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: \$34.07

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$36.03

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: \$5.96

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$6.75

Sign Erector - Second Year: 1st Six Months

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 45% of Journeyman's rate
Supplemental Rate Per Hour: \$7.55

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyman's rate
Supplemental Rate Per Hour: \$8.34

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 55% of Journeyman's rate
Supplemental Rate Per Hour: \$9.13

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 60% of Journeyman's rate
Supplemental Rate Per Hour: \$9.92

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyman's rate
Supplemental Rate Per Hour: \$10.72

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 70% of Journeyman's rate
Supplemental Rate Per Hour: \$11.51

Sign Erector - Fifth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 75% of Journeyman's rate
Supplemental Rate Per Hour: \$12.30

Sign Erector - Sixth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyman's rate
Supplemental Rate Per Hour: \$12.30

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

Steamfitter - First Year

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

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

Steamfitter - Second Year

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

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

Steamfitter - Third Year

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

Wage Rate and Supplemental Rate per Hour: 65% of Journeyman's rate.

Steamfitter - Fourth Year

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

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

Steamfitter - Fifth Year

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

Wage Rate and Supplemental Rate Per Hour: 85% of Journeyman's rate.

(Local #638)

STONE MASON - SETTER

(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

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

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Stone Mason - Setters - Second 750 Hours

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

Wage Rate Per Hour: 60% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Third 750 Hours

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

Wage Rate Per Hour: 70% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fourth 750 Hours

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

Wage Rate Per Hour: 80% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Fifth 750 Hours

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

Wage Rate Per Hour: 90% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

Stone Mason - Setters - Sixth 750 Hours

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

Wage Rate Per Hour: 100% of Journeyperson's rate

Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

TAPER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

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

Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Drywall Taper - Second Year

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

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Drywall Taper - Third Year

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

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 75% of Journeyman's rate

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 85% of Journeyman's rate

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2014 - 6/30/2015
Wage and Supplemental Rate Per Hour: 95% of Journeyman's rate

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 APPRENTICESHIP PREVAILING WAGE SCHEDULE

Timberperson - First Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

Timberperson - Second Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

Timberperson - Third Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

Timberperson - Fourth Year

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: \$30.89

(Local #1536)

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.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

The schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site www.comptroller.nyc.gov. Schedules for future one-year periods will be published annually in the City Record on or about July 1st of each succeeding year and on our web site www.comptroller.nyc.gov.

The living wage rate and the health benefit supplement rate are known through June 30 of each year and those rates are listed in this schedule.

The living wage rates listed in this schedule may not include all hourly wage calculations for overtime, shift differential, Holiday, Saturday, Sunday or other premium time work. Similarly, this schedule does not set forth every living wage practice with which employers must comply.

Some of the rates in this schedule are based on collective bargaining agreements. These agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing wage practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to; Bureau of Labor Law, Attn: Wasyl Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Contractors are solely responsible for maintaining original payroll records, which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, an agency's chief contracting officer must contact the Bureau of Labor Law to obtain a wage determination for a work classification not published in this schedule.

The information listed below is intended to assist you in meeting your living wage and prevailing wage obligation. Contractors are advised to review the Comptroller's Living Wage Schedule prior to submitting a bid for City work. Any wage rate error made by the contracting agency in the contract documents will 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

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

FOOD SERVICE EMPLOYEES

Cook

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

Wage Rate per Hour: \$16.35

Supplemental Benefit Rate per Hour: \$1.63

Cafeteria Attendant

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$10.41
Supplemental Benefit Rate per Hour: \$1.63

Counter Attendant

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$11.00
Supplemental Benefit Rate per Hour: \$1.63

Kitchen Helper / Dishwasher

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$9.99
Supplemental Benefit Rate per Hour: \$1.63

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics)

GARDENER

For the above building service classification, see the Labor Law Section 230 Schedule.

HEAD START SERVICES

Head Start Services

'Head Start Services' means provision of head start services through the city's center-based head start program administered under contract with the city's Administration for Children's Services. No other head start programs shall be covered.

Effective Period: 7/1/2014 - 6/30/2015
Wage Rate per Hour: \$10.00
Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

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

Wage Rate per Hour: \$10.00

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

SECURITY GUARD (ARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SECURITY GUARD (UNARMED)

For the above building service classification, see the Labor Law Section 230 Schedule.

SERVICES TO PERSONS WITH CEREBRAL PALSY

Services To Person With Cerebral Palsy

'Services to Persons with Cerebral Palsy' means provision of services which enable persons with cerebral palsy and related disabilities to lead independent and productive lives through an agency that provides health care, education, employment, housing and technology resources to such persons under contract with the city or the department of education.

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

Wage Rate per Hour: \$10.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$1.50

(NYC Administrative Code §6-109)

TEMPORARY OFFICE SERVICES

Administrative Assistant

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

Wage Rate per Hour: \$33.29

Supplemental Benefit Rate per Hour: None

Cashier

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

Wage Rate per Hour: \$11.50

Supplemental Benefit Rate per Hour: None

Clerk (various)

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

Wage Rate per Hour: \$14.82

Supplemental Benefit Rate per Hour: None

Computer Assistant

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

Wage Rate per Hour: \$19.94

Supplemental Benefit Rate per Hour: None

Data Entry Operator

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

Wage Rate per Hour: \$16.44

Supplemental Benefit Rate per Hour: None

Receptionist

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

Wage Rate per Hour: \$15.03

Supplemental Benefit Rate per Hour: None

Secretary (various)

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

Wage Rate per Hour: \$19.31

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§6-109 PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: None

Word Processor

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

Wage Rate per Hour: **\$18.49**

Supplemental Benefit Rate per Hour: None

Overtime

Time and one half the regular hourly rate after 40 hours in any work week.

(Based on data from NYS Department of Labor Occupational Employment Statistics and US Department of Labor Bureau of Labor Statistics or NYC Administrative Code §6-109)

WINDOW CLEANER

For the above building service classification, see the Labor Law Section 230 Schedule.



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) 669-3671
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.

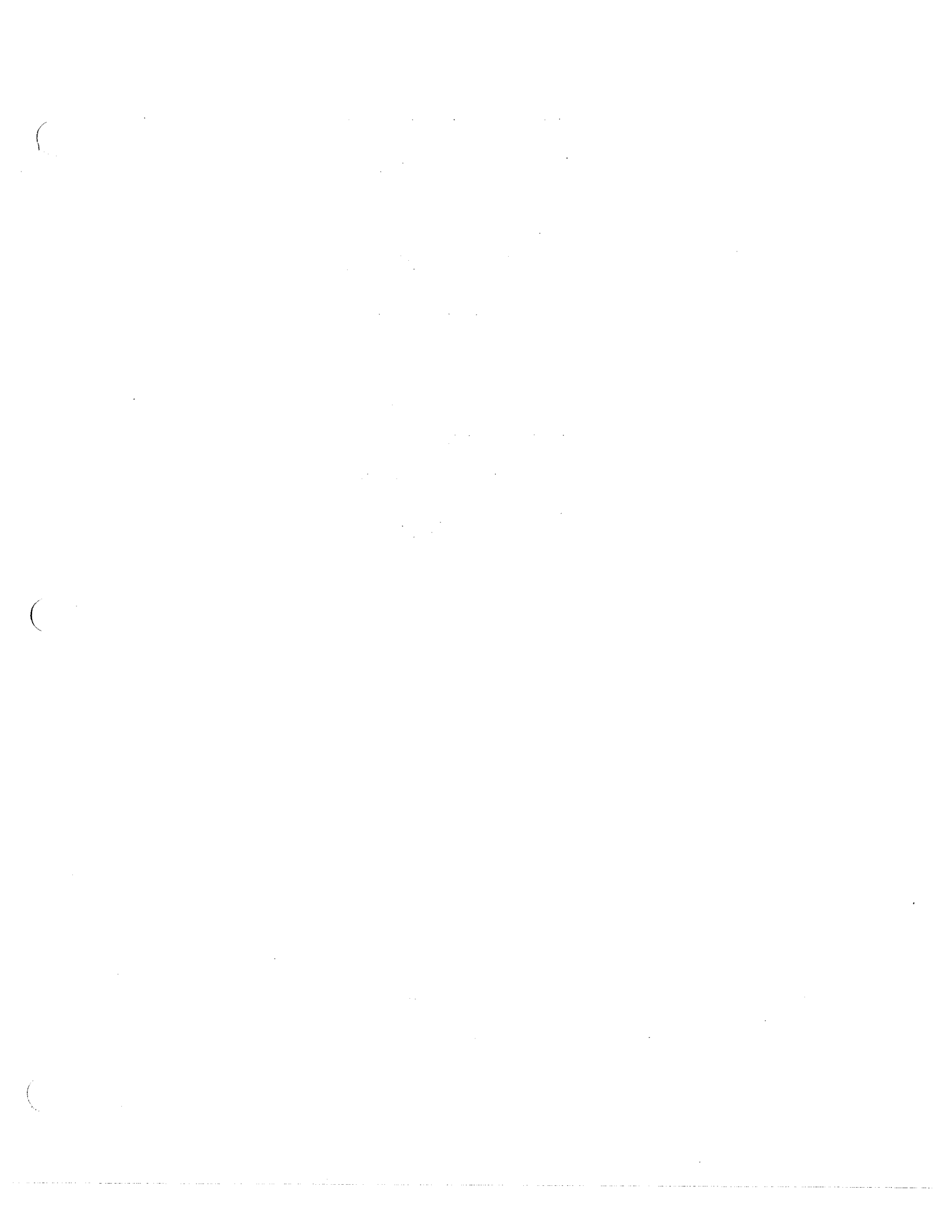
Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were 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





NEW YORK CITY DEPARTMENT OF
DESIGN + 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__

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NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 2 OF 3

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK

INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

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

Contractor

Dated _____, 20__

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

Dated September 17, 2014

SAH
9/17/2014



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

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

**VOLUME 3 OF 3
SCHEDULE A
ADDENDA NOS. 1 TO 5**

FOR FURNISHING ALL LABOR AND MATERIALS NECESSARY AND REQUIRED FOR:

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

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

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

August 27, 2014



5-037



SPECIFICATIONS AND STANDARDS OF NEW YORK CITY

The following New York City Department of Transportation (NYCDOT) reference documents are available on-line at:

http://www.nyc.gov/html/ddc/html/pubs/pubs_infrastdts.shtml or for purchase between 9:00 A.M. and 3:00 P.M. at 55 Water St., Ground Floor, NYC, N.Y. 10041. Contact: Ms Vivian Valdez, Tel. (212) 839-9434

1. NYCDOT Standard Highway Specifications, November 1, 2010
2. NYCDOT Standard Highway Details of Construction, July 1, 2010
3. NYCDOT Division of Street Lighting Specifications
4. NYCDOT Division of Street Lighting Standard Drawings
5. NYCDOT Standard Specifications for Traffic Signals
6. NYCDOT Standard Drawings for Traffic Signals

The following reference documents for New York City Department of Environmental Protection (NYCDEP) are available on-line at:

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/pdf/green_infrastructure/bioswales-standard-designs.pdf

Water main work material specifications are available at the Department of Environmental Protection, 59-17 Junction Boulevard, 3rd Floor Low-Rise Building, Flushing, N.Y. 11373-5108.

Contact: Mr. Tarlock Sahansra, P.E., Tel. (718) 595-5302
E-mail: TSAHANSRA@DEP.NYC.GOV

Standard Specifications and Drawings for Fire Department Communications facilities of New York City are available at 87 Union Street, Engineering Office, Brooklyn, N.Y. 11231-1416.

Contact: Mr. Ed Durkin, Tel. (718) 624-3752

Tree Planting Standards of the City of New York Parks & Recreation are available at the following Department of Parks & Recreation website:

<http://www.nycgovparks.org/pagefiles/53/Tree-Planting-Standards.pdf>

SPECIFICATIONS AND STANDARDS OF PRIVATE UTILITIES

The Following reference document for Private Utility Work is available for pick up between 8:30 A.M. and 4:00 P.M. at 30-30 Thomson Avenue, First Floor Bid Procurement Room, L.I.C., N.Y. 11101.

1. CET SPECIFICATIONS AND SKETCHES dated November 2010

(NO TEXT ON THIS PAGE)

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</u> <u>BID SECURITY</u></p> <p><u>The Contractor shall obtain a bid security in the amount indicated to the right.</u></p>	See Attachment 1 (page A-1 of the Bid Booklet)
<p align="center"><u>INFORMATION FOR BIDDERS SECTION 26</u> <u>PERFORMANCE AND PAYMENT BONDS</u></p> <p><u>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</u></p>	See Attachment 1 (page A-1 of the Bid Booklet)
<p align="center"><u>CONTRACT ARTICLE 14.</u> <u>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>	See Page SA-4
<p align="center"><u>CONTRACT ARTICLE 15.</u> <u>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>	For Each Consecutive Calendar Day Over Substantial Completion Time: <u>\$1,500.00</u>
<p align="center"><u>CONTRACT ARTICLE 17.</u> <u>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>	Not to Exceed <u>40%</u> of the Contract Price
<p align="center"><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the substantial completion of the Work the percent value of the Work indicated to the right.</p>	<u>5%</u> of the Value of the Work
<p align="center"><u>CONTRACT ARTICLE 22.</u></p> <p align="center"><u>(Per Directions Indicated To The Right)</u></p>	See pages SA-5 through SA-9

<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p align="center">1% of Contract Price</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	<p align="center">Eighteen (18) Months, excluding Trees Twenty-Four (24) Months for Tree Planting</p>
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto.</p>	<p align="center">See Contract Article 74</p>
<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>	<p align="center">See Contract Article 75</p>
<p align="center"><u>CONTRACT ARTICLE 78.</u> <u>PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT</u></p>	<p align="center">See M/WBE Utilization Plan in the Bid Booklet</p>

<p 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>For Each Calendar Day of Deficiency: <u>\$250.00</u></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>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: <u>\$250.00</u></p> <p>For each and every hour of failing to open the entire width of roadway to traffic the morning following a night/weekend work operation: <u>\$500.00</u></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>For Each Calendar Day, for Each Occurrence: <u>\$250.00</u></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 540 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 the scheduled substantial completion shall be determined by adding the Base Contract Duration to the date specified to commence work in the written Notice To Proceed. The Final Contract Duration shall then be determined as follows:

- (a) Find the row that corresponds to the month of the substantial completion based on the Base Contract Duration added to the date specified to commence work in the written Notice To Proceed.
- (b) Find the number of days to be added to the Base Contract Duration in the table below. Add that number of days to the Base Contract Duration to obtain the Final Contract Duration in consecutive calendar days.

Month Of Substantial Completion Based On The Base Contract Duration	Number Of Days Of Adjustment
January	150
February	120
March	90
April	60
May	30
June	0
July	0
August	0
September	0
October	0
November - December 15	0
December 16 - December 31	180

In addition, should Item No. 9.30 - STORM WATER POLLUTION PREVENTION exist in the Contract and the required Storm Water Pollution Prevention Plan (SWPPP) does not conform to NYSDEC's recommended Standards, an additional 60-ccds shall be added to the above Final Contract Duration.

(GENERAL CONDITIONS RELATING TO ARTICLE 22 - INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by an X in a box (☒) to left will be required under this contract

<p align="center"><u>TYPES OF INSURANCE</u> (per Article 22 in its entirety, including listed paragraph)</p>	<p align="center"><u>MINIMUM LIMITS AND SPECIAL CONDITIONS</u></p>
<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> <p>(1) <u>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.</u></p> <p>(2) <u>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).</u></p> <p>(3) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies. The Contractor shall furnish two (2) certificates of insurance to and the policy shall be endorsed to provide thirty (30) days advance notice to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004, of any material change and/or cancellation.</u></p> <p>(4) <u>National Grid</u></p>

<input checked="" type="checkbox"/> Workers' Compensation <input checked="" type="checkbox"/> Disability Benefits Insurance <input checked="" type="checkbox"/> Employers' Liability <input type="checkbox"/> Jones Act <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act	Art. 22.1.2 Art. 22.1.2 Art. 22.1.2 Art. 22.1.3 Art. 22.1.3	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (4) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. Law.</p> <p><input checked="" type="checkbox"/> Additional Requirements:</p> <p>(1) <u>NYCTA "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS: Workers' Compensation Insurance (including Employer's Liability Insurance) with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State.</u></p> <p>(2) <u>Two (2) certificates of such insurance shall be furnished to the Director, Risk Management, MTA Risk and Insurance Management Standards, Enforcement and Claims Unit, 2 Broadway, 21st Floor, New York, NY 10004.</u></p>
<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) <u>City of New York, including its officials and employees.</u></p> <p>(2) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), Metropolitan Transportation Authority (MTA), its subsidiaries and affiliated companies.</u></p> <p>(3)</p>

<input type="checkbox"/> Contractors Pollution Liability	Art. 22.1.6	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3)
<input type="checkbox"/> Marine Protection and Indemnity	Art. 22.1.7(a)	\$ _____ each occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3)
<input type="checkbox"/> Hull and Machinery Insurance	Art. 22.1.7(b)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3)
<input type="checkbox"/> Marine Pollution Liability	Art. 22.1.7(c)	\$ _____ per occurrence \$ _____ aggregate Additional Insureds: (1) <u>City of New York, including its officials and employees.</u> (2) (3)

<p>[OTHER] Art. 22.1.8</p> <p><input checked="" type="checkbox"/> Railroad Protection Liability Policy</p> <p>(ISO-RIMA or equivalent form) approved by Permittor covering the work to be performed at the designated site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:</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 Number and the name of the railroad property where the work is being performed and the Agency Permit. • Evidence of Railroad Protective Liability Insurance, must be provided in the form of the <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 thirty (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> <p>(1) <u>The New York City Transit Authority (NYCTA), Manhattan and Bronx Surface Transit Operation Authority (MaBSTOA), Staten Island Rapid Transit Operation Authority (SIRTOA), MTA Capital Construction Company, Metropolitan Transportation Authority (MTA), including its subsidiaries and affiliates, and the City of New York (as Owner) and all other indemnified parties.</u></p> <p>(2)</p>
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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 <u>\$1,000,000</u> 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>
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<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> The Following Additional Insurance Must Be Provided:</p> <p><u>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.</u></p>
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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

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

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

ADDENDUM NO. 1

DATED: February 24, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

The New York City Department of Transportation Standard Highway Specifications, dated November 1, 2010, (which include, but are not limited to, "General Conditions", "Basic Materials of Construction", "Combined Materials of Construction", "Construction Methods", "Inspection and Testing of Materials, Adjustments for Deficiencies, and Maintenance", and "Supplemental Construction Methods"), as modified by addenda issued prior to the opening of bids, shall apply to and become a part of the contract.

All references contained herein are to the New York City Department of Transportation, Standard Highway Specifications, dated November 1, 2010. The said Specifications are hereby revised. Included hereunder are the following REVISIONS:

1. Amendments to Standard Highway Specifications, Volume I
2. Amendments to Standard Highway Specifications, Volume II, including Section 7.88 (Revised) and new Section 6.44 PO and 6.52 CG.

1. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME I

The following amendments to the Contract Requirements shall become a part of and apply to the contract:

[Added 12-09-2010]

1. Refer to Page 15, **Subsection 1.06.23.(C) CONFORMANCE WITH FEDERAL, STATE AND CITY AGENCIES;**

Add the following new paragraphs:

"The Contractor is notified that all vehicles that are owned, leased or operated by the Contractor or its subcontractors and used in connection with the Project shall comply with the following requirement:

Every truck, tractor, and tractor-trailer or semitrailer combination, having a gross vehicle weight rating of twenty-six thousand pounds or more, and a conventional cab configuration in which more than half of the engine length is forward of the foremost point of the windshield base, and the steering wheel hub is in the forward quarter of the vehicle length shall be equipped with a convex mirror on the front of such vehicle or combination of vehicles. Such convex mirror shall be adjusted so as to enable the operator of such vehicle or combination of vehicles to see all points on an imaginary horizontal line which is three feet above the road, is one foot directly forward from the midpoint of the front of such vehicle or combination of vehicles, and extends the full width of the front of such vehicle or combination of vehicles.

Any vehicle that does not comply with this provision may be prohibited from entering the Project site and/or supplying equipment or materials to the Project. The Contractor shall not be entitled to any damages as a result of such prohibition."

[Added 01-09-2011]

2. Refer to Page 240, **Subsection 4.16.5.(B) STUMP REMOVAL;**
Delete **Subsection 4.16.5.(B) STUMP REMOVAL**, in its entirety;
Substitute the following revised **Subsection 4.16.5.(B)**:

"(B) STUMP REMOVAL

1. Tree stumps designated to be removed and their roots shall be completely excavated to a minimum depth of three (3) feet below the existing grade. A portable stump cutter may be required in some locations. It may be necessary to remove concrete, asphalt, pavers, and/or other types of material surrounding the base of the stump. All excess debris, including chips from tree stumps, shall be removed and disposed of by the Contractor, away from the site prior to backfilling and the area shall be restored by completion of the workday, to the satisfaction of the Engineer. The disposal of tree stumps by burning in open fires will not be permitted.

2. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill. Fill shall be placed and compacted to a minimum of 95 percent of Standard Proctor Maximum Density by acceptable methods to the satisfaction of the Engineer. Where paving blocks exist, they are to be reset to the existing grade as directed.

3. Maximum safety and care must be used by Contractor during stump removal. The Contractor shall carefully protect against damage all existing trees, plants, curbs, sidewalks and utilities and other features to remain. The Contractor is responsible for locating and protecting underground utilities from damage during stump removal procedures. During stump grinding operations, plywood must be used to protect adjacent vehicles, real property, and pedestrians. If, when removing stumps, existing sidewalks or curbs are disturbed, the Contractor shall restore and/or reset these sidewalks and curbs, at no additional cost to the City. Restoration work shall be done to match the existing, to the satisfaction of the Engineer. All damaged trees, curbs, sidewalks, real property, vehicles and utilities must be addressed within three (3) days."

[Added 04-18-2011]

3. Refer to Pages 218 and 219, **Subsection 4.13.4. (H) PIGMENT**;
Delete the first three (3) paragraphs on page 219:
Substitute the following revised three (3) paragraphs:

"Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 4"; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 "Strong Black" 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield "Cool Black No. 1"; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

Where the sidewalk is designated to have a saw cut joint finish the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield "Landmarks Grey" K-157-4; L.M. Scofield "Cool Black No. 4"; Davis Colors No. 884-3%; Lansco Color No. 437 "Strong Black" 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 07-01-2011]

4. Refer to Page 14, **Subsection 1.06.23. (A) PERMITS**;
Delete line (b) under the first paragraph;
Substitute the following text:

"(b) Any planned work requiring a DOT Construction Permit that may potentially be within 100 feet of a bridge structure will be placed on a Bridge Hold. If any proposed work is within 100 feet of a bridge structure, permittees must submit a scaled drawing showing the work and exact location, along with the following:

- Plan layout of the project area.
- The scope of work.
- The contractor's means and methods.
- Indicate if work will be done of the bridge itself or its abutments, and the type of work.

If the work is more than 100 feet away from the bridge structure, permittees may send a certification by e-mail stating so. Either response must be sent to the Division of Bridges at bridgeshold@dot.nyc.gov for review and release prior to commencing work. Emergency work will not be placed on hold and shall proceed in accordance with the New York City Highway Rules, section 2-11 (g);

- (c) Permits from the Department of Sanitation for use of City landfills;"

[Added 07-27-2011]

5. Refer to Page 37, **Subsection 1.06.46.(A) 6. Sign Graphics;**
Delete article "a." beginning with the words "All visual components of the sign are in an Adobe *.pdf file, . . ." and ending with the words ". . . DDC to the Contractor (on a CD or via E-mail) for printing.", in its entirety;
Substitute the following revised article "a":

"a. All visual components of the sign are in an Adobe *.pdf file, which is provided by the Commissioner's representative. The file is not to be altered for composition, type font or image from the version provided by DDC. The Commissioner's representative shall provide a complete file with data and image. The digital file shall be provided by DDC to the Contractor (on a CD or via E-mail) for printing."

[Added 09-27-2012]

6. Refer to Page 36, **Subsection 1.06.46. Project Sign;**
Delete the words "Unless otherwise specified in the Special Provisions of the contract, the following shall apply:";
Substitute the following revised text:

"The Contractor is notified that he shall be required to furnish, install, maintain, and remove, when directed, Construction Project Information Signs (CPIS) as per Sec. 2-02(c)(4) and (5) of the NYC DOT Highway Rule and the cost shall be deemed included under all scheduled items of the contract. In addition, unless otherwise specified in the Special Provisions of the contract, the following Project Sign shall also apply:"

[Added 04-08-2013]

7. Refer to Page 200, **Subsection 4.11.2.(B), first paragraph, sixth line;**
Delete the word "porcelain,".
8. Refer to Page 201, **Subsection 4.11.3.(B) FILL AND BACKFILL, second and third paragraphs;**
Delete the second and third paragraphs under Subsection 4.11.3.(B), in their entirety;
Substitute the following revised two paragraphs:

"Glass or Recycled Porcelain Aggregate (RPA) from recycling facilities that meets the requirements of **Subsection 4.11.3.(E)** for Glass and **Subsection 4.11.3.(F)** for RPA shall be considered suitable material for mixing with fill provided the Contractor maintains the gradations specified herein. However, glass shall not be placed in contact with synthetic liners, geogrids, geotextiles or other geosynthetics.

Glass and/or RPA incorporated into fill shall be thoroughly mixed with other suitable material so that glass, RPA or combination of both constitutes no more than 30 percent by volume anywhere in the fill as visually determined by the Engineer."

9. Refer to Page 202, **Subsection 4.11.3.(E) GLASS;**
Add the following new **Subsection 4.11.3.(F) RECYCLED PORCELAIN
AGGREGATE (RPA) :**

“(F) RECYCLED PORCELAIN AGGREGATE (RPA)

All porcelain to be used as RPA shall be crushed by a New York City Department of Environmental Protection (NYCDEP) approved recycling facility to a maximum particle size of 3/8 inch and graded to meet the gradation specified above for use in either fill, backfill or select fill, as may be required. RPA from any other source will not be permitted. The NYCDEP approved recycling facility will also certify that the RPA being furnished is free from organic material and other unsuitable material.

Should the Contractor desire to use RPA in his fill or backfill material, he shall contact Mr. Vasyl Kravchuk at NYCDEP (Tel. No. 718-595-7512) to determine the availability of RPA and from which recycling facility it can be obtained.

The Contractor shall be required to make arrangement with the recycling plant, at least two (2) weeks in advance of when he would need the material, to schedule the time, date and quantity available for pickup. The Contractor shall be required to furnish the recycling facility with a complete list of his trucks involved in transporting the material, which shall include the name of the registered owner (Contractor), Consumer Affairs or DOS Permit numbers, body license plate number, and truck volume. This information must be supplied to the facility prior to the start of picking up the RPA.

Weight ticket receipt slips given by the recycling facility to each truck driver picking up RPA shall be collected by the Contractor and given to the Engineer upon delivering fill or backfill material to the site that contains RPA, and the Contractor agrees and warrants that in obtaining the RPA that such material has originated only from a NYCDEP approved recycling plant and it has not been mixed with porcelain material from any other source.

The Contractor shall be required to transport said material from the approved recycling facility to his yard for storage and mixing with his fill material; however, there is not guarantee that the material will actually be available.

The Contractor is advised that there is no guarantee that RPA will in fact be available for his use from a NYCDEP approved recycling plant and he shall make no claim against the City for loss of anticipated profits should the material not be available upon request by the Contractor.

All excess RPA not used in the fill or backfill shall remain the property of the DDC Contractor.

The Contractor must comply with all rules and regulations of the Department of Transportation and the Department of Environmental Protections governing the use of RPA in its fill and backfill material.”

10. Refer to Pages 218 and 219, **Subsection 4.13.4.(H) PIGMENTING,**
first four paragraphs;
Delete the first four paragraphs under Subsection 4.13.4.(H), in
their entirety;
Substitute the following revised four paragraphs:

“Where pigmenting is specified, the concrete sidewalks shall be pigmented with an admixture complying with the requirements of **Section 2.19** and the following requirements:

‘Commercial Gray’: In commercial districts C4-4 through C4-7, C5 and C6, as defined in the Zoning Resolution of the City of New York, and in areas under the jurisdiction of the Lower Manhattan Development Corporation the color of the concrete shall be integrally pigmented to produce a gray color equivalent to L.M. Scofield ‘Landmarks Grey’ K-157-4; L.M. Scofield ‘Cool Black No. 4’; Davis Colors No. 884-3%; Lansco Color No. 437 ‘Strong Black’ 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; Bayferrox NYC Landmark Commission Gray, 3.5 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Bluestone': Where the color of the concrete is required to simulate the color of dark gray bluestone, the concrete shall be integrally pigmented to produce a gray color equivalent to: Davis Colors No. 884-3%; Lansco Color No. 437 'Strong Black' 5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 4'; Bayferrox Limestone 330, 2 lbs. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified.

'Granite': Where the color of the concrete is required to simulate the color of light to medium gray granite, the concrete shall be integrally pigmented to produce a gray color equal to: Davis Colors No. 884-1%; Lansco Color No. 437 'Strong Black' 2.5 lbs. per 94 lbs. Light Grey Portland Cement and 3 parts sand; L.M. Scofield 'Cool Black No. 1'; Bayferrox Silver 330, 1 lb. per 94 lbs. Light Gray Portland Cement; or an approved equivalent, unless otherwise specified."

[Added 05-24-2013]

11. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, first paragraph as modified by Article 4 on page A1-1b;
Add the following new text:

"(d) All necessary permits from the Department of Environmental Protection which may include, but are not limited to, permits for use of City water."

12. Refer to Page 14, **Subsection 1.06.23.(A) PERMITS**, second paragraph;
Add the following as the third paragraph:

"No fee permits for use of City water necessary to complete roadway pavement reconstruction project in conjunction with installation of sewers and/or water mains, will be issued by the Department of Environmental Protection. However, for all other type projects (such as installation of sidewalks, installation of pedestrian ramps, pavement milling, resurfacing, rehabilitation of retaining walls, and bridge reconstruction type projects) the Contractor will be required to obtain the water use permit at its own cost."

[Added 08-05-2013]

13. Refer to page 116, second paragraph up from the bottom of the page, first line;
Change the words "Concrete of Type IA and IIA shall have..." to read "Concrete of Type IA, IIA and IIIA shall have..."

[Added 09-04-2013]

14. Refer to page 100, **Subsection 3.01.3.(C) 1.(c)**;
Delete the last two lines of text beginning with the words "The proportion of reclaimed asphalt pavement permitted within each mix...";
Substitute the following sentence: "The proportion of reclaimed asphalt pavement permitted within each mix shall be not less than 30 percent for the top and bottom courses as per Local Law #71 of 2011."

15. Refer to page 110, **Subsection 3.05.2.(A), Table 3.05-I**;
Insert the following text at the bottom of **Table 3.05-I**:

"Note: The above proportions shown for non-High-Early mixes shall be modified by pozzolan substitutes as per **Subsection 3.05.4**."

16. Refer to page 112, **Subsection 3.05.3. (C)**, second paragraph;
Delete the second paragraph in its entirety;
Substitute the following paragraph:

"Water shall be potable and drawn from municipal water mains."
17. Refer to page 113, first line of text, beginning with the words
"condition making up one (1) cubic yard of concrete.";
Insert the following sentence between the words "condition making up one
(1) cubic yard of concrete." and "The range of water-cement ratio within which the ...":

"The calculated yield of the mix shall be within \pm 2% of the Theoretical (1) cubic yard."
18. Refer to Page 113, second paragraph beginning with the words "The
Contractor may substitute Portland cement";
Delete the second paragraph under **Subsection 3.05.4.**, in its
entirety;
Substitute the following revised paragraph:

"With the exception of high-early strength concrete, the Contractor shall be required to substitute
Portland cement with pozzolans (Fly Ash or GGBFS) such that the maximum amount of Portland
cement per cubic yard of concrete does not exceed 400 pounds, and with the use of an approved
non-corrosive, non-chloride admixture as required to obtain a minimum compressive strength of
3,000 psi in seven (7) days. For high-early strength concrete the Contractor may substitute Portland
cement with pozzolans (Fly Ash or GGBFS), pound for pound, up to 20% (or up to 25% for tidal/sea
water spray areas) of the weight of cement specified for any concrete mixture provided the
Contractor can obtain a minimum compressive strength of 3,000 p.s.i. in three (3) days. The
Contractor, immediately following but not later than eight weeks after the date of the Contractor's
Notice to Proceed, shall file with the Engineer, Age-Strength data of the job mix he proposes to use
for the various ambient temperatures anticipated during the period of concrete placement. This
data shall be presented in both tabular and graphical form for those various ambient temperatures
with a maximum setting period of seven (7) days for Class B-32 concrete or seventy-two (72) hours
for High-Early Strength Concrete."
19. Refer to Page 115, **TABLE 3.05-III - INGREDIENT MATERIALS**;
Change in the third row, second column, the type of Portland
Cement from "Type III*" to read "Type II or Type III*"
20. Refer to page 132, **Subsection 3.06.3. (D)** ;
Change the words "Water shall be drawn from mains owned by The City of New York." to
read "Water shall be potable and drawn from municipal water mains."
21. Refer to page 133, **Subsection 3.07.3. (D)** ;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."
22. Refer to page 134, **Subsection 3.08.4. (D)** ;
Change the words "Water shall be drawn from mains owned by or supplying water to The
City of New York." to read "Water shall be potable and drawn from municipal water
mains."

23. Refer to Page 166, **Subsection 4.05.2.(A)**;
Delete Subsection 4.05.2.(A), in their entirety;
Substitute the following revised **Subsection 4.05.2.(A)** :

"(A) Concrete Pavement shall be of the following types:

- Type 1--Non-reinforced
- Type 2--Reinforced (Unpigmented or pigmented if specified)
- Type 3--High Early Strength Reinforced (Unpigmented or pigmented if specified)

Type 2 and Type 3 pavements shall consist of a concrete surface course, which shall be unpigmented or pigmented if specified, laid on a concrete base course, which may or may not be pigmented at the Contractor's option, while the base course is still plastic, of the thickness shown on the Contract Drawings, with reinforcement placed between the surface and base courses."

24. Refer to Page 166, **Subsection 4.05.3.(A)**;
Insert the following new **Subsection 4.05.3.(A1)** :

"(A1) PIGMENTING

Where pigmenting is specified, the surface course of the concrete bus pad shall be pigmented with an admixture complying with Section 2.19 and the following requirements:

Where the color of the concrete is required to simulate the red color of the Red Bus Lane Pavement Overlay (Item 6.44 POR in Section 6.44 PO), the surface course concrete shall be integrally pigmented to produce a red color equivalent to Scofield's quarry red.

Except for the use of an air-entraining agent complying with ASTM Designation C 260 and water reducing admixtures complying with ASTM Designation C 494 used in combination with the Pigment Admixture as per the pigment manufacturer's instruction, no other admixtures (including, but not limited to, calcium chloride) shall be used unless stated in writing by the manufacturer of the Pigment Admixture to be of no consequence to the colorfastness of the concrete mixture and is approved by the Engineer.

All pigmented concrete at different locations shall be identical, unless otherwise directed. Variations in color/tint/hue will not be acceptable. Therefore, the same brand and type of cement and the same source and type of aggregate shall be used throughout the project.

Prior to the mix design being made, the cement intended for use shall be checked to determine that its lightness/darkness is similar to the cement used in the original approved sample. The Pigmented Admixture shall be added in the standard proportion specified by the manufacturer."

25. Refer to Page 170, **Subsection 4.05.5.(A) GENERAL**;
Insert the following two new paragraphs:

"For pigmented concrete, the Contractor shall within eight weeks of the notice to proceed, submit the name of its proposed roadway installer upon which his bid is based, along with their respective work history experience in placing pigmented concrete. The installer shall have documented experience in working with pigmented concrete.

Prior to making any field samples and the placing of any pigmented concrete, the Contractor, its concrete supplier, installer, cement producer, laboratory, the pigmented admixture's representative, and the Engineer shall meet and agree on the specifications and methods of handling the pigmented concrete."

26. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**, 4th line;
Insert in the fourth line, the words "pigment when specified" between the
words "specifications, including, but not limited to," and "furnishing and installing...":

27. Refer to Page 183, **Subsection 4.05.9. PRICES TO COVER**;
Insert the following two new Items to the list of Item Nos. at the
bottom of **Subsection 4.05.9**:

"4.05 ACP REINFORCED CONCETE PAVEMENT (BUS STOPS)(PIGMENTED) C.Y.

4.05 AXP HIGH-EARLY STRENGTH REINFORCED CONCRETE PAVEMENT
(BUS STOPS)(PIGMENTED) C.Y."

2. AMENDMENTS TO STANDARD HIGHWAY SPECIFICATIONS, VOLUME II

[Added 01-25-2012]

1. Refer to Pages 365 and 366, **Subsection 6.40.2.(C)(c)(1) Personal Computer(s) - Workstation Configuration;**
Delete the text under **Subsections (a), (b), (c), (d), (h), (i), and (m),** in their entirety;
Substitute the following revised text:

- "(a) Make and Model: Dell; HP; Gateway; Acer; or, an approved equivalent. (Note: an approved equivalent requires written approval of the Assistant Commissioner of ITS.)
- (b) Processor: i5-2400 (6MB Cache, 3.1GHz) or faster computer - Single Processor.
- (c) System Ram: Minimum of 4GB (Gigabytes) Dual Channel DDR3 SDRAM at 1333MHz – 2 DIMMSs
- (d) Hard Disk Drive(s): 500 GB (Gigabytes) Serial ATA (7200RPM) w/DataBurst Cache, or larger."
- "(h) Video Display Card: HD Graphics (VGA, HDMI) with a minimum of 64 MB of RAM.
- (i) Monitor: 22" W, 23.0 Inch VIS, Widescreen, VGA/DVI LCD Monitor."
- "(m) Software Requirements: Microsoft Windows 7 Professional SP1, 64 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad 2012 LT or Microsoft Visio 2010 Standard Edition, as directed by the Engineer."

- ~~2. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b);**
Delete the text under **Subsection (b),** which begins with the words
"(b) One (1) 600 DPI HP Laser Jet . . .", in its entirety;
Substitute the following revised text:~~

- ~~"(b) One (1) 600 DPI HP Color Laser Jet all-in-one Printer/Scanner/Copier/Fax (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size) networked to all office computers."~~

3. Refer to Page 367, **Subsection 6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEERS FIELD OFFICE (TYPE A, B, C, CU, D OR DU)**, first paragraph;

Delete the text in the first paragraph of **Subsection 6.40.3.**, in its entirety;

Substitute the following revised text:

6.40.3. SPECIFIC REQUIREMENTS FOR ENGINEER'S FIELD OFFICE (TYPE A, B, C, CU, D, OR DU). In addition to the general requirements, each type of Field Office shall have the minimum floor area indicated in Table 6.40-I calculated based on usable area only, excluding any loss factors. Loss factors are defined as those areas such as lobby, sidewalk window ledge, elevator shafts and stairways. The Contractor shall provide and maintain furnishings for each type of Field Office in the quantity specified in Table 6.40-I. The furnishings shall be new or used equipment satisfactory to the Engineer:

4. Refer to Page 368, **TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS**;

Delete the requirements for a Photocopy Machine shown in the 15th row of **TABLE 6.40-I**, in its entirety;

Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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5. Refer to Page 368, **TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS**;

Insert the following two additional requirements:

Heavy duty commercial grade diamond cut shredder with automatic start. The shredder shall be able to receive 8-1/2 inch wide paper and shred a minimum of 15 sheets simultaneously along with CDs and staples.	1	1	1	1	1	1
Projector – 1080p LCD with a min. of 2200 ANSI Lumens, 1920 x 1080, 16:9, 40,000:1 contrast ratio, HDMI, VGA, USB, and a 10 feet diagonal, 16:9 Projection Screen.	-	-	1	1	1	1

6. Refer to Page 496, Subsection 7.20.4. **METHODS**, last paragraph beginning with the words "When directed by the Engineer, due to the original conditions . . .";
Add the following sentence to the end of the last paragraph under **Subsection 7.20.4**:

"However, if the owner at his own expense supplies the replacement frame and doors or hatch covers the Contractor shall install the replacement frame and doors or hatch covers under this Item 7.20, as a basement access reset, in lieu of the steel safety closure plate."

[Added 07-16-2012]

7. Refer to Page 365, Subsection 6.40.2.(C)(c)(1) "**Personal Computer(s) - Workstation Configuration**";
Delete the text under **Subsections (g) and (k)**, in their entirety;
Substitute the following revised text:

- "(g) I/O Ports: Must have at least one (1) Serial Port, one (1) Parallel Port, and three (3) USB Ports.
- (k) Network Interface: Integrated 10/100/1000 Ethernet card."

8. Refer to Page 366, Subsection 6.40.2.(C)(c)(2) "**All field offices requiring computers shall be provided with the following**";
Delete the text under **Subsection (a)**, in its entirety;
Substitute the following revised text:

- "(a) One (1) broad-band internet service account. Wideband Internet connectivity at a minimum throughput of 15 Mbps download and 5 Mbps upload is required at each field office location with 1-5 staffers. For larger field offices see table below for minimum required upload speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

Office Personnel #	Upload Speeds (Minimum)
1 - 5	5 Mbps
6 - 10	10 Mbps
11 - 15	15 Mbps
16 - 20 ...	20 Mbps

This account will be active for the life of the project. The e-mail name for the account shall be the DDC Field Office/project Id (e.g. FLD K HWK666 McGuinness@earthlink.com)."

[Added 08-09-2012]

9. Refer to Page 366, **Subsection 6.40.2.(C)(c)(2)(b)**, as amended by Article 2 on page A1-2 of this Addendum;
Delete the text under **Subsection (b)**, in its entirety;
Substitute the following words: **"(b) (No Text)."**

10. Refer to Page 368, TABLE 6.40-I, ADDITIONAL REQUIREMENTS SPECIFIC REQUIREMENTS;
Delete the requirements for a Photocopy Machine shown in the 15th row of TABLE 6.40-I, as modified by Article 4 on page A1-2a of this Addendum, in its entirety;
Substitute the following revised requirements:

Photocopying Machine – Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via e-mail, a minimum production rate of 70 pages per minute and an adequate supply of copy paper, toner, etc. The machine shall be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It shall have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. shall be replenished and the machines shall be maintained for the duration of the contract by the Contractor as required by the Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and shall be networked to the office computers.	1	1	1	1	1	1
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[Added 11-26-2012]

11. Refer to Pages 504 through 508, **SECTION 7.88 – Rodent and Waterbug Pest Control**;
Delete **Section 7.88**, in its entirety;
Substitute SECTION 7.88 (Revised), as contained on the following pages A1-2d through A1-2i.

[Added 02-08-2013]

12. (NO TEXT)

SECTION 7.88 (Revised) Rodent and Waterbug Pest Control

7.88.1. DESCRIPTION. The Contractor shall provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and control any infestation or outbreak of rodents and waterbugs (American cockroaches) within the project limit.

7.88.2. MATERIALS. All materials shall be approved by the New York State Department of Environmental Conservation and comply with the New York City Health Code for the intended usage.

Rodenticide weatherproof bait blocks shall be multiple dose anticoagulants such as Chlorophacinone or Dephacinone, or single feed rodenticides such as ContraMeal, ContracBait block, Quintox pellets or TalonG pellets, or an approved equivalent.

Tamper proof bait station boxes shall be designed to exclude other mammals and shall be used with poisoned bait to attract rats. Information on "tamper proof bait station boxes" is available from the NYC Bureau of Regulatory & Environmental Health Services, Pest Control Office (718-956-7103/4).

Live traps shall be of proper dimensions for trapping rats and shall not be used with poisoned bait.

Insecticide bait shall be a residual type such as phenol methyl carbamate (2%) bait or an approved equivalent.

(A) SUBMITTALS

Prior to commencement of construction activities the Contractor shall submit to the Engineer manufacturer's installation instructions for all materials required for rodent and waterbug pest control work and product data which shall include illustrations, catalog data, product characteristics, typical use, performance, and limitation criteria of all rodent and waterbug pest control materials required.

7.88.3. PERSONNEL. The Contractor shall employ two independent licensed exterminators: one to engage in survey and monitoring work to establish the level of infestation of rodents and insects and provide recommendations for specific Integrated Pest Management (IPM) actions, and one to execute the rodent and waterbug pest control work to deal with such infestations. All pest control personnel employed by each exterminator company must be supervised by an exterminator licensed in categories 7A & 8. The Contractor shall submit the names and license credentials of the two exterminator companies to the Engineer for approval prior to the commencement of any work under this section.

7.88.4. METHODS. Application and dosage of all materials shall be done in strict compliance with the manufacturer's recommendations. All surveying, monitoring, baiting, and/or live trapping work shall be performed in the presence of the Engineer, without which no payment will be made under this Section.

(A) GENERAL

The Contractor's construction activity is expected to disturb any established rodent and/or waterbug population that may exist within the project limits, possibly causing their dispersion. The Contractor shall take all appropriate action to eliminate and/or control these populations within the construction corridor: the construction corridor shall be defined as being the full width of streets under the contract and intersecting streets up to the limits of construction, from property line to property line, excluding buildings and under sidewalk building vaults.

Under the Maintenance of Site requirements for the contract, any unsanitary conditions, such as uncollected garbage or debris, resulting from the Contractor's activities which will provide food and shelter to the resident rodent population shall be corrected by the Contractor immediately after notification of such condition by the Engineer. Non-compliance shall be subject to the application of the "Nonconformance" provisions of the Item for Maintenance of Site, and no payment will be made for any additional application of rodenticide or insecticide needed to control resultant infestations.

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction - The Contractor's designated survey and monitoring exterminator shall execute a survey of the project area and estimate the level of rodent (Norway rat, House mouse) infestation and the waterbug population within the construction corridor. An appropriate sample of utility manholes (sewer, electrical, telephone, etc.) and catch basins should be opened and surveyed to the satisfaction of the Engineer. Contractor shall maintain all survey records in the manner described in 7.88.6., Records and Reports.

(2) During Construction - The Contractor shall monitor the rodent activity through trapping (snap, glue traps or live traps), fecal count methods, and inspection of the conditions of all installed baits every week during construction activity or as otherwise directed by the Engineer. Contractor shall maintain all monitoring records in the manner described in 7.88.6., Records and Reports.

(C) RODENT CONTROL WORK

(1) Wetlands, Woodlands and Areas Within Seventy-five (75') feet of a Stream. In wetlands, woodlands and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait shall be used in areas within seventy-five (75') feet of either streambank. Live traps must be used in these seventy-five (75') feet buffer zone areas and within wetland and woodland areas.

(2) Outside Wetland Areas, Woodland Areas and Beyond Seventy-five (75') feet of a Stream. In areas outside the seventy-five foot zone of protection adjacent to streams, and areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait shall be established during the period of construction and any consumed or decomposed bait shall be replenished as directed.

Rodent control shall be achieved in two stages as follows:

Stage I. At least one month prior to initiation of the construction work, and periodically thereafter, live traps and/or rodenticide bait, as directed above, shall be placed at locations [e.g., burrows, utility manholes (sewer, electrical, phone, etc.), and catch basins] that are inaccessible to pets, human beings, children and other non-target species, particularly wildlife (e.g., birds) in the construction corridor. Locations of initial bait placement and quantities of bait shall be determined by the survey and monitoring exterminator's written report of his survey and monitoring results, or as otherwise directed by the Engineer.

Stage II. During Construction - Infested sites as determined by the survey and monitoring exterminator's monitoring report shall be baited and/or rebaited, and live traps shall be collected and replaced, the rates and quantities of which shall be determined by the written monitoring reports submitted weekly or as otherwise directed by the Engineer in consultation with the City's Office of Pest Control.

The baiting exterminator shall be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper proof bait stations. The baiting exterminator shall also be responsible for posting and maintaining signs announcing the baiting of each particular location.

The Contractor, under his maintenance of site operations, shall be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalk within the project limits. Any visible remains shall be placed into double plastic bags. No more than five (5) carcasses shall be placed into each bag. Each bag shall be a minimum of 3 mils thick, black plastic. No additional payment will be made for this work.

It is anticipated that public complaints will be addressed to the Engineer's Field Office. The Contractor, where directed by the Engineer, shall take appropriate Integrated Pest Management (IPM) actions, such as baiting, trapping, proofing, etc., to remedy the source of a complaint within the next six (6) hours of normal working time, which is defined herein, for the purposes of this section, as 7 A.M. to 6 P.M. on Mondays through Saturdays.

(D) WATERBUG (AMERICAN COCKROACH) CONTROL

Infested sites (e.g., sewers) shall be baited at least 2 times per month with insecticides, or as directed by the Engineer in consultation with the exterminator monitoring the work and the City's Office of Pest Control.

7.88.5. EDUCATION & TRAINING. The Contractor shall post notices in all Construction Bulletin Boards advising workers, employees, and residents to call the Engineer's Field Office to report rodent and waterbug infestations. The Contractor shall provide and distribute literature pertaining to IPM techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.

Prior to application of any chemicals, the Contractor shall furnish copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

7.88.6. RECORDS AND REPORTS.

(A) GENERAL

The Contractor shall be responsible for assigning within the construction corridor an identifying number to each manhole, catch basin, and other location where bait and/or live trap placement and/or waterbug control work is proposed by the survey and monitoring exterminator. The Contractor shall then provide that list of locations and corresponding reference numbers along with a drawing showing the locations, as a reference for the exterminator(s) performing the work, to indicate locations of bait placement and waterbug control work and rodent and waterbug activity (droppings, bait consumed, dead rodents, etc.).

(B) SURVEY AND MONITORING WORK

(1) Prior to Construction – Contractor shall submit to the Engineer, for approval, a written survey report including proposed IPM procedures, including specific materials, quantities, locations, methods, and time schedule for the implementation of the exterminating work. The written report shall also include a survey with a drawing (provided by the Contractor) marked with locations indicating all signs of rodent (Norway rat, House mouse) infestation and waterbug activity discovered during the execution of the survey indicating that rodent and waterbug pest control work is necessary.

(2) During Construction - Based on monitoring results, Contractor shall submit to the Engineer a weekly written monitoring report identifying all locations and conditions of installed bait and/or other rodent control work. The monitoring report shall also include any other recommended IPM techniques, such as baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.

The survey and monitoring exterminator shall keep a record of all rodent and waterbug infestation surveys s/he has conducted. The Contractor shall be required to submit a copy of all survey and monitoring reports to the Engineer each week, prior to payment.

(C) RODENT AND WATERBUG CONTROL WORK

The baiting exterminator shall maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used. These records will be kept by the City Inspector. A weekly report shall be prepared, signed and certified by the approved licensed exterminator, and such reports shall be submitted to the Engineer each week, prior to payment.

7.88.7. NONCONFORMANCE. If the Contractor fails to perform as directed to control the rodent and/or waterbug population at any location within the project limits for a period of more than one week, the Engineer will correct the adverse conditions by any means he deems appropriate, including but not limited to, the use of "outside services" and shall deduct the cost of the corrective work from any monies due to the Contractor. The deducted cost of this work shall be in addition to the non-payment for rodent and waterbug pest control.

7.88.8. MEASUREMENT.

(A) RODENT INFESTATION SURVEY AND MONITORING

The quantity to be measured for payment under Item No. 7.88 AA, RODENT INFESTATION SURVEY AND MONITORING, shall be a Lump Sum measurement.

(B) RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AB, RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes and/or live traps satisfactorily installed or reinstalled after inspection within the construction corridor, as approved by the Engineer. However, the initial baiting, and subsequent rebaiting as may be required, of any bait station will be paid for under Item 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The quantity to be measured for payment under Item No. 7.88 AC, BAITING OF RODENT BAIT STATIONS, shall be the number of tamper-proof rodent bait station boxes, utility manholes, catch basins, or other locations approved by the Engineer, satisfactorily baited or rebaited to replenish consumed or decomposed bait within the construction corridor, as approved by the Engineer.

(D) WATERBUG BAIT APPLICATION

The quantity to be measured for payment under Item No. 7.88 AD, WATERBUG BAIT APPLICATIONS, shall be the number of blocks satisfactorily treated with insecticide bait within the construction corridor, as approved by the Engineer. A block shall be defined as the area of street, measured between property lines, from intersection to intersection. Each rebaiting of any block shall be considered as a new block for measurement purposes.

7.88.9. PRICES TO COVER.

(A) RODENT INFESTATION SURVEY AND MONITORING

Payment will be made at the lump sum price bid for RODENT INFESTATION SURVEY AND MONITORING which shall include the cost of furnishing all the labor, materials, plant, equipment (traps, etc.), insurance, and other incidentals required, including but not limited to providing all required maintenance of traffic equipment, to perform a rodent infestation survey of the project area and then monitor the site each week for rodent activity, all in accordance with the specifications and the directions of the Engineer.

Ten (10%) percent of the lump sum price bid will be paid when the initial survey of the project area has been completed and the written survey report has been submitted to the satisfaction of the Engineer. The remainder will be paid in proportion to the percentage of contract completion.

(B) RODENT BAIT STATIONS

The Contract price bid for RODENT BAIT STATIONS shall be a unit price per each tamper proof bait station box and/ or live trap installed or reinstalled after inspection and shall cover the cost of furnishing all labor, materials, plant, equipment (bait stations, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, required to control the rodent population found within the project limits in accordance with the specifications and the directions of the Engineer.

In addition to the payment for Rodent Bait Stations installed or reinstalled under this Item 7.88 AB, the Contractor will also be paid for each baiting or rebaiting, when required, of each bait station, under Item No. 7.88 AC.

(C) BAITING OF RODENT BAIT STATIONS

The Contract price bid for BAITING OF RODENT BAIT STATIONS shall be a unit price per each bait station, utility manhole, catch basin or other location approved by the Engineer satisfactorily baited or rebaited, when required, and shall cover the cost of furnishing all labor, materials, plant, equipment (bait), insurance, and other incidentals, in accordance with the specifications and directions of the Engineer. Installation or resetting of the bait station will be paid for under Item 7.88 AB.

(D) WATERBUG BAIT APPLICATION

The Contract price bid for WATERBUG BAIT APPLICATION shall be a unit price per block treated by the exterminator and shall include the cost of furnishing all the labor, materials, plant, equipment (bait, etc.), insurance, and other incidentals, including but not limited to providing all required maintenance of traffic equipment, necessary to control the waterbug population found within the project limits for the duration of the contract in accordance with the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
7.88 AA	RODENT INFESTATION SURVEY AND MONITORING	L.S.
7.88 AB	RODENT BAIT STATIONS	EACH
7.88 AC	BAITING OF RODENT BAIT STATIONS	EACH
7.88 AD	WATERBUG BAIT APPLICATION	BLOCK

[Added 05-24-2013]

13. Refer to Page 366, **Subsection 6.40.2.(C) (c) (1) (m) Software Requirements**, as modified by Article 1 on page A1-2;
Delete the text under **Subsection (m)**, in its entirety;
Substitute the following revised text:

“(m) **Software Requirements:** Microsoft Windows 7 Professional SP1, 32 bit; Microsoft Office Professional 2010; Microsoft Project 2010; Adobe Acrobat reader; Anti-Virus software package with 2 year updates subscription; and, either Auto Cad LT or Microsoft Visio Standard Edition, as directed by the Engineer.”

[Added 09-04-2013]

14. Refer to Page 384, the end of **Section 6.44 - White and Yellow Thermoplastic Reflectorized Pavement Markings**;
Insert new **SECTION 6.44 PO**, after **Section 6.44**, as contained on the following pages A1-2k through A1-2m.

[Added 02-10-2014]

15. Refer to Pages 393 and 394, **SECTION 6.52 - Uniformed Full-Time Flagperson**;
Delete **Section 6.52** on pages 393 and 394, but do not delete examples on pages 395 and 396;
Substitute **SECTION 6.52 CG**, as contained on the following pages A1-2n and A1-2o.

**SECTION 6.44 PO
Lane Pavement Overlay**

6.44PO.1. DESCRIPTION. This section describes the furnishing and application of an approved Green Asphalt Pavement Color Scheme along designated bicycle lanes and Brick-Red Asphalt Pavement Color Scheme matching Quest's StreetBondCL Terracotta color along designated Select Bus Service (SBS) lanes, as indicated in the Contract Drawings or as directed by the Engineer.

6.44PO.2. REFERENCES.

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D-522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

6.44PO.3. SUBMITTALS.

- A. A copy of the current year accreditation certificate available from the Contractor or subcontractor who will be performing this work, or written verification from the coating supplier that the Contractor or subcontractor is qualified to perform this Work.
- B. Written and published specification for the application of the selected asphalt pavement coating.
- C. Confirmation of coating color.
- D. Proof of coating performance through a Certificate of Analysis or equivalent document as provided by the Contractor or the coating supplier.

6.44PO.4. MATERIALS.

The following table outlines minimum performance properties of a typical asphalt pavement coating.

Characteristic	Test Specification	Measured result
Durability: Taber Abrasion resistance	ASTM D-4060 7 day cure, H-10 wheel (wet test)	< 5.0 g/1000
Water sensitivity	ASTM D-570 Water absorption after 9 days: Remaining absorption after 1 hour of recovery:	< 10% < 1.0%
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	New York City Bike Lane Green $\Delta E < 1.5$
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	Brick color $\Delta E < 1.5$

Flexibility: Mandrel Bend	ASTM D-522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate Failure
Friction Wet	ASTM E-303 British Pendulum Tester	>55
Environmental Sensitivity	EPA 24 ASTM D-3960-05 Volatile Organic Compounds	VOC < 150

These properties shall be evidenced by Certificates of Analysis produced by an independent qualified testing facility.

Green Bicycle and Red Bus Lane Pavement Overlays furnished by the following manufacturers, or approved equivalent, are acceptable for use in this contract:

Ennis Paint, Inc.
1509 S. Kaufman Street
Ennis, TX 75119

Integrated Pavement Concepts, Inc.
102-17957 55th Avenue
Surrey, BC Canada V3S 6C4

Crafco, Inc.
420 N. Roosevelt Avenue
Chandler, AZ 85226

6.44PO.5. METHODS. The asphalt pavement coating system shall be applied to the pavement in accordance with the manufacturer's specification. In its hardened state the color shall be as specified, and as approved by the Engineer. The material shall present a marking whose color and chemical resistance will not degrade under normal exposure to calcium chloride, sodium chloride or automotive oils and fuels. Color pigments used shall remain stable under exposure to ultra violet light. A minimum of four (4) layers of coating material shall be applied to the pavement surface.

The Contractor shall be required to use the proper equipment in the application of the asphalt pavement coating, as per the recommendation of the coating supplier, and as approved by the Engineer.

Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful. The Engineer shall make the final determination as to the suitability of the existing asphalt pavement.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

The asphalt pavement coating shall only be applied in the correct environmental conditions as instructed by the coating supplier, and as approved by the Engineer.

Refer to the instructions provided by the coating supplier regarding when the painted lane may be opened to traffic. Wait time is typically a function of the dry rate of the coating, and climate conditions.

The Engineer may, at his discretion, require the Contractor to remove all extraneous marks on the pavement made by the agents or employees of the Contractor, or made by others due to improper control or protection of the work area by the Contractor, his agents or employees. Any installation which, in the opinion of the Engineer, is not acceptable, whether by reason of poor workmanship, poor appearance, poor performance, poor materials, improper width or improper alignment, shall be reworked by the Contractor at no cost to the City. The Contractor shall replace rejected installation as directed by the Engineer, within fifteen (15) days after receiving written notification of the rejection of such completed work.

6.44PO.6. MEASUREMENT. The quantities to be measured for payment shall be the number of square yards of Lane Pavement Overlay, of each color, placed as specified to the satisfaction of the Engineer.

6.44PO.7. PRICES TO COVER. The unit prices bid per square yard of Green Bicycle Lane Pavement Overlay and Red Bus Lane Pavement Overlay shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required including, but not limited to, testing, cleaning, preparation of surfaces, and application of the lane pavement overlay materials, all in accordance with the contract plans and specifications, and as directed by the Engineer.

Payment will be made under:

Item No.	Item	Pay Unit
6.44 POG	GREEN BICYCLE LANE PAVEMENT OVERLAY	S.Y.
6.44 POR	RED BUS LANE PAVEMENT OVERLAY	S.Y.

SECTION 6.52 CG Crossing Guard

6.52CG.1. INTENT. This section describes the employment of full-time uniformed crossing guards to direct and detour traffic.

6.52CG.2. DESCRIPTION. The Contractor shall furnish an adequate number of competent crossing guards to control vehicular and pedestrian traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations.

6.52CG.3. METHODS. All crossing guards, whether paid for under this item or not, shall be proficient in speaking, writing and reading English and adequately trained, as approved by the Engineer, in controlling vehicular and pedestrian traffic at construction sites.

All crossing guards, whether paid for under this item or not, their apparel, hand-signaling devices, and active two-way radios shall be appropriate for use at roadway construction sites as approved by the Engineer.

Prior to the start of crossing guard operations, the Contractor shall provide to the Engineer a list of crossing guards to be used in the contract, identifying the source of crossing guard training for each individual. When requested by the Engineer, crossing guards shall demonstrate their competency in crossing guard procedures. Crossing guards not competent in controlling vehicular and pedestrian traffic procedures to the satisfaction of the Engineer shall be retrained or replaced at once. Each crossing guard paid under this item must be a full-time crossing guard. If any worker performing services under this item is also assigned the task of directing construction equipment (as per attached Example #2, worker acting as a flagperson 'A') or any laborer tasks, then such worker shall be deemed to be subject to the provisions of Labor Law §220 Prevailing Wage Schedule and will not be paid for under this Item.

6.52CG.4. MEASUREMENT. The quantity to be measured for payment shall be the number of person-hours of uniformed crossing guard service actually performed, as authorized by the Engineer. Laborers who are not full-time crossing guard will not be measured for payment as crossing guards under this or any other item. Each uniformed crossing guard shall be required to work a minimum of eight (8) hours a day and the Contractor will be given a minimum of twelve (12) hours advanced notice by the Engineer as to when to furnish a crossing guard.

6.52CG.5. PRICE TO COVER. The contract price per person-hour shall cover the cost of all labor, materials, equipment, and insurance necessary to employ a uniformed full-time crossing guard, and equip him/her with safety vests, hard hats, and signaling devices, including all other incidental costs necessary to control and detour traffic, as shown on the Contract Drawings, the Examples #1 and #2 on pages 395 and 396 (excluding worker acting as a flagperson "A" in Example #2), or as directed by the Engineer.

Payment for flagperson "A" in Example #2, shall be deemed to be included under other items of work, as appropriate.

Where there is no scheduled item for Crossing Guard, the cost of furnishing Crossing Guards as required shall be deemed included in the unit price bid for the Maintenance and Protection of Traffic item.

Payment will be made under:

Item No.	Item	Pay Unit
6.52 CG	CROSSING GUARD	PERSON-HOUR (P/HR)

[Added 02-24-2014]

16. Refer to Pages 480 and 481, Subsection 7.13.2.(B) MAINTENANCE OF STREETS, 4th paragraph, beginning with the words "The Contractor shall maintain the traveled way";
Delete the 4th paragraph, in its entirety;
Substitute the following text:

"The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily removed by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. However, the Contractor will not be responsible for snow or ice removal on the pavement or traveled way opened for public usage, except within the limits of the work zone(s) which may include, but is not be limited to, stairways, promenades, esplanade areas, and sidewalk, including those fronting his office and the Engineer's field office all of which will be the responsibility of the Contractor."

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

Together With All Work Incidental Thereto

BOROUGH OF MANHATTAN

ADDENDUM NO. 2

DATED: August 25, 2014

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

The Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), Sewer Design Standards of the Department of Environmental Protection (dated September 2007) Revised January 2009), Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), Specifications For Trunk Main Work of the Department of Environmental Protection (dated July 2014) and the Standard Highway Specifications (Volumes I and II) of the Department of Transportation (dated November 1, 2010) of The City of New York, shall be included as part of the contract documents. These said specifications and standard drawings are hereby revised under the following section headings:

- A. NOTICE TO BIDDERS
- B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS
- C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS
- D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK
- E. SPECIAL PROVISIONS

A. NOTICE TO BIDDERS

- (1) (A) The Contractor is advised that copies of the Standard Sewer And Water Main Specifications (dated July 1, 2014), Sewer Design Standards (dated (September 2007) Revised January 2009), Specifications For Trunk Main Work (dated July 2014) and Water Main Standard Drawings (latest revisions) are available to all prospective bidders at no cost upon presentation of receipt of purchase of Bid Package at the following location:

Department of Design and Construction
Division of Infrastructure
Design Services, Specifications, 3rd Floor
30-30 Thomson Avenue
Long Island City, NY 11101

- (B) The Contractor is advised that copies of the Standard Highway Specifications (Volume I and II) (dated November 1, 2010), Standard Highway Details of Construction (latest revisions), Division of Street Lighting Specifications (latest revisions), Division of Street Lighting Standard Drawings (latest revisions), Standard Specifications for Traffic Signals (latest revisions), and Standard Drawings for Traffic Signals (latest revisions) are available to all prospective bidders for a fee at the following location:

Department of Transportation
55 Water Street, Ground Floor
New York City, NY 10041

- (2) The Contractor is notified that a Notice To Proceed (NTP) date will be issued for work to commence within twenty-one (21) to thirty (30) days of Contract Registration.
- (3) The Contractor shall furnish, install, maintain and subsequently remove temporary Protective Tree Barriers. Protective Tree Barriers shall be Type B, unless otherwise directed by the Engineer, and shall be constructed and installed as shown on the Protective Tree Barrier sketch in Department Of Transportation, Standard Highway Details Of Construction, Drawing No. H-1046A, as directed by the Engineer, and in accordance with Department of Parks and Recreation requirements.
- (4) All utility locations and invert elevations are not guaranteed, nor is there any guarantee that all existing utilities, whether functional or abandoned within the project area are shown.
- (5) All existing house connections shall be maintained and supported during construction. The Contractor shall replace any existing house connection damaged as a result of the Contractor's construction operations as ordered by the Engineer at no cost to the City.
- (6) The Contractor is advised that any City owned light poles, traffic signals, street name signs, traffic signs and encumbrances including, but not limited to, underground conduit displaced as the result of the installation of the new sewers, water mains, catch basins, catch basin connections and appurtenances shall be replaced in kind and as directed by the Engineer. The cost of such work shall be deemed included in the prices bid for all items of work under this contract.
- (7) The Contractor is notified that Victaulic Style 77 Coupling is no longer acceptable for use in any steel water main work. All reference to Victaulic Style 77 Coupling within the Standard Sewer And Water Main Specifications of the Department of Environmental Protection (dated July 1, 2014), the Water Main Standard Drawings of the Department of Environmental Protection (latest revisions), the Specifications For Trunk Main Work (dated July 2014), and the contract drawings, shall be replaced with Bolted Split-Sleeve Restrained Coupling.
- (8) The Contractor is notified that wherever the Item No. "6.52" and words "flagger", "flagperson" and "flagman" are used in the contract documents and drawings it shall mean the Item No. "6.52 CG" and the words "Crossing Guard", respectively.

(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 (718) 786-2236.

(11) The Contractor is advised that where the existing roadway pavement is designated to be replaced from curb to curb, then no full depth saw cutting of pavement for sewer and water main trenches will be required, except at the limits of full width pavement restoration. No separate or additional payment will be made for any saw cutting.

(12) The Contractor shall exercise extreme caution and take all necessary precautions in placing sheeting and excavating to prevent any damage to the existing NYC TRANSIT'S subway structures and its appurtenances during construction work throughout the project area. The Contractor shall take full responsibility to protect the said NYC TRANSIT'S subway structures and its appurtenances and any damage caused by the Contractor's operations shall be made good by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

(13) The Contractor shall submit shop drawings to NYC Transit Authority showing all the details and methods of construction, such as, sheeting and bracing, including the Contractor's procedure and sequence of construction, supporting and/or protection of the existing TA's structures and its appurtenances, with necessary design calculations for approval prior to starting of the construction. The design shall be made by a New York State Licensed Professional Engineer skilled in this type of construction and as further evidenced by the imprint of Professional Engineer's seal and signature on all drawings. The cost of this work shall be deemed included in the price bid for all items of work under this contract.

(14) The Contractor is advised that work under this contract is within Greenwich Village Historic District and Noho Historic District. (See map consisting of two (2) pages attached to the end of this addendum, for information only.) The Contractor will be required to follow the rules and regulations of The New York City Landmarks Preservation Commission. The Contractor is notified that the DDC has obtained a permit from the NYCLPC for the proposed work of this project, and that this permit is in the possession of the Engineer. A copy of this permit must be prominently displayed at the site of work at all times during the whole duration of this contract.

(15) The Contractor is advised that NYC DPR has restricted access to Washington Square Park; any work required shall be limited in landscaped areas only. The Contractor shall coordinate with NYC DPR on any work in Washington Square Park and adjacent sidewalk areas. All work performed within Washington Square Park including abandoning the 36-inch and 48-inch water mains, replanting

shrubs, sodding, etc. shall be deemed included under the Item No. 72.11HF - HYDRAULIC FILL FOR ABANDONED SEWERS AND WATER MAINS.

- (16)The Contractor is advised that the exact location and depth of the water mains within Washington Square Park may differ from that shown on the drawings. The water mains may vary four (4) feet or more. The Contractor shall survey the location and depth of the 36-inch and 48-inch water mains to be abandoned in the Washington Square Park area. Payment for survey work shall be deemed included in the price bid for the various items of the contract, with the exception that test pits approved in writing by the Engineer to be excavated shall be paid under Item No. 73.31AE0 - ADDITIONAL EARTH EXCAVATION INCLUDING TEST PITS (ALL DEPTHS).
- (17)The Contractor is advised that the sidewalk areas adjacent to Washington Square Park shall be replaced-in-kind with asphalt hexagonal pavers and granite curb if disturbed by construction. The material, pigment, base course, etc. shall match the existing sidewalk. Refer to contract drawings for NYC DPR Sidewalk Construction Plans & Details of Washington Square Park, these drawings are provided for reference only.
- (18)The Contractor is notified that as part of this contract a "Cathodic Protection (CP) System Survey and Engineering Study of Soil and Stray Currents and Cathodic Protection System Design" has been prepared by the firm of CorrTech, Inc.. The Contractor's attention is directed to the Cathodic Protection Design drawings consisting of six (6) sheets that are included in the contract drawings; to the Cathodic Protection (CP) System Survey and Engineering Study of Soil and Stray Currents and Cathodic Protection System Design report that consists of seventeen (17) pages that is attached to the end of this addendum; and to the Quantity and Cost Estimating report consisting of one (1) page that is attached to the end of this addendum.

B. AMENDMENTS TO THE STANDARD HIGHWAY SPECIFICATIONS

- (1) Refer to Standard Highway Specifications Volume II (November 1, 2010), Page 351:
Add the following new **Section 6.28 ME**:

SECTION 6.28 ME - Lighted Timber Fencing For Use In Lower Manhattan Project

6.28ME.1. INTENT. This section describes the work to be done in connection with Lighted Timber Fencing.

6.28ME.2. DESCRIPTION. The Contractor shall furnish, install, and maintain and remove, when directed, Lighted Timber Fencing at locations shown on the contract drawings, as specified herein and where directed by the Engineer.

6.28ME.3. MATERIALS.

Timber and lumber shall be dense, structural grade Douglas Fir or Southern Yellow Pine, conforming to the requirements of **Section 2.40** of the Standard Highway Specifications.

Reflectorizing materials shall conform to the requirements of ASTM B589 "Standard Specification of Refined Palladium."

Battery operated flashing units shall be as approved by the Engineer.

For additional details about materials see the sketch for timber fencing.

All other unspecified materials shall be as approved by the Engineer.

6.28ME.4. METHODS. All locations of mass excavation being performed under Section JB 410 - MASS EXCAVATION, of the "Joint Bidding Specifications and Sketches for Lower Manhattan", shall be surrounded by lighted timber fencing as shown on the sketch attached to the end of this **Section 6.28 ME**. This requirement shall be in addition to providing all other traffic control devices as deemed necessary for the maintenance and protection of vehicular and pedestrian traffic.

Said work shall include the furnishing and incorporation, as required, of all timber, lumber, fastenings, anchors, reflectorizing materials, battery operated flashers and other warning devices; paint and painting; netting; and the furnishing of all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work.

Lighted Timber Fencing shall be furnished, installed, and maintained as shown in the attached sketch and as directed by the Engineer.

At the completion of the work or when directed by the Engineer, fencing shall be removed and disposed of away from the work site.

Fencing at all times shall be maintained in a condition satisfactory to the Engineer. Maintenance shall consist of the replacement of all damaged or worn out components; repainting, as required or directed; replacement of reflectorizing materials, netting and flashers; and general rehabilitation to keep barricades in good condition during the life of the contract.

6.28ME.5. MEASUREMENT AND PAYMENT. The quantity to be measured for payment shall be the number of linear feet of lighted timber fencing installed in the work, complete, based on the summation of the lengths of individual units, measured along the center line on the face of the top rail between the ends of each unit.

Payment will be made for lighted timber fencing only for the initial installation at any location. Whenever fences are moved to a new location, as required by the contract drawings or directed by

the Engineer, payment will be made in the same manner as if it were an initial installation. Minor movement of the fencing from one side of the roadway to the other side, or rearrangement within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

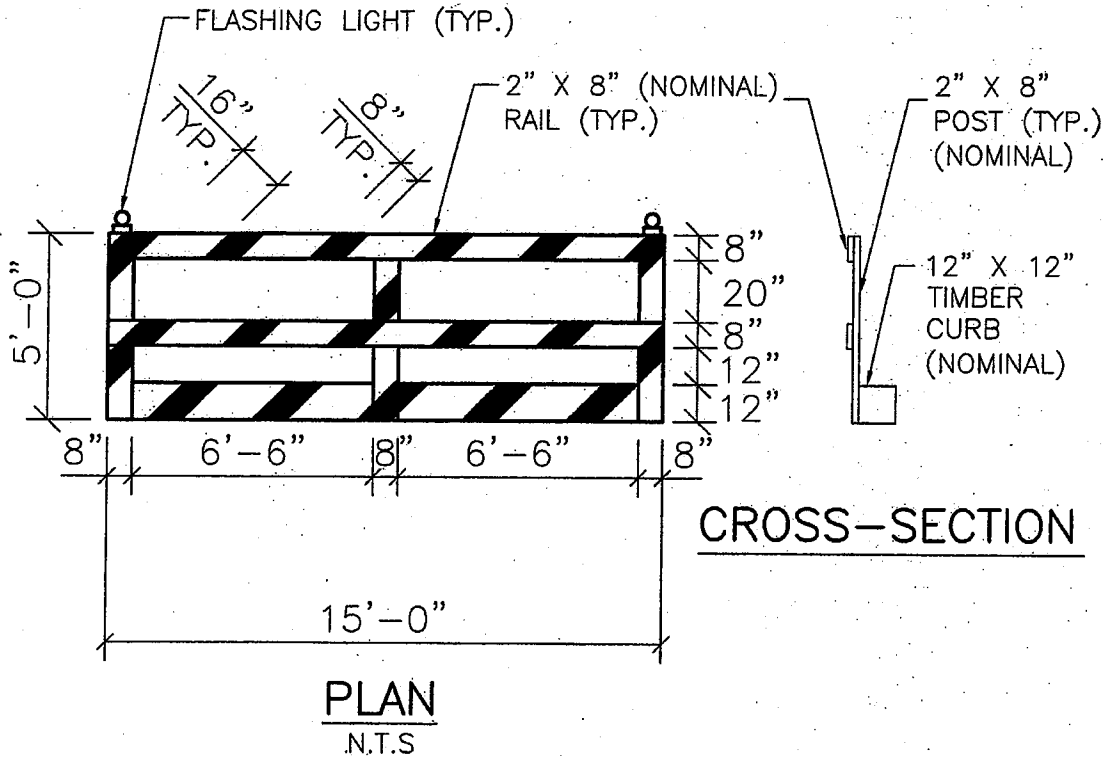
No payment will be made: for movements of fencing made for the Contractor's convenience; for movement of fencing at a given location at the end of a work period and subsequent replacement at the same location at the beginning of the next work period; for movement of fencing at a given location during a work period and subsequent replacement at the same location during the same work period; or for the interchanging of fencing between initial installations.

6.28ME.6. PRICES TO COVER. The contract prices bid per linear foot for lighted fencing shall cover the cost of furnishing all labor, materials, plant, equipment, insurance, and necessary incidentals required and completing the work in accordance with the contract drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
6.28 ME	LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECT	L.F.

LIGHTED TIMBER FENCING FOR USE IN LOWER MANHATTAN PROJECTS



DETAILS:

- 1) LUMBER —DOUGLAS FIR OR SOUTHERN YELLOW PINE.
—ALL SIZES SHOWN ARE "NOMINAL".
—ALL CONNECTIONS FOR TIMBER RAILS, POSTS & CURBS TO BE NAILED.
- 2) PAINT —TWO COATS APPROVED ORANGE & STAIN RESISTANT REFLECTORIZED WHITE.
—STRIPES TO BE 45° WITH 8" ORANGE & 16" WHITE.
- 3) LIGHTS —BATTERY OPERATED OR SOLAR POWERED FLASHING DOT APPROVED TYPE.
—MAXIMUM SPACING 15' CENTER TO CENTER.
- 4) NETTING —TYPE SHALL BE POLYETHYLENE KNITTED MESH, 3.5 OZ PER SQUARE YARD, ORANGE COLOR, 5'-6" HEIGHT WITH REINFORCED EDGE, OR APPROVED EQUAL.
—NETTING TO BE FASTENED TO FENCE EXTERIOR OVER THE ENTIRE 5'-0" HEIGHT.

- (2) Refer to Standard Highway Specifications Volume II (November 1, 2010), Page 360:
Add the following new **Section 6.34 A**:

SECTION 6.34 A - Temporary Chain Link Fence, 6'-0" High

6.34A.1. DESCRIPTION. Under this section, the Contractor shall furnish, erect, maintain, and remove, when directed, each type of Temporary Chain Link Fence as shown on the contract drawings and directed by the Engineer.

6.34A.2. MATERIALS AND METHODS. All materials and methods shall be as specified in **Section 6.34** of the Standard Highway Specifications, with the following modifications and additions:

Temporary Chain Link Fence to be furnished under Item No. 6.34 ACT - TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH, shall consist of chain link fence fabric, top and bottom tension wires, gates, posts to be embedded in the pavement, and all necessary incidentals in accordance with the contract drawings and the directions of the Engineer.

Temporary Chain Link Fence to be furnished under Item No. 6.34 ACTP - TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH, (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES), shall consist of chain link fence fabric, top and bottom rails for mounting a decorative mesh (to be furnished under Item No. 9.06 HW), gates, and posts. Posts shall be mounted on two (2) feet square steel plates with a vertical pin not less than two (2) feet high welded to the center of the plate, all as approved by the Engineer. The Contractor shall also be required to secure the fence with sand bags to hold fence in place, and all necessary incidental in accordance with the contract drawings and the directions of the Engineer.

When directed by the Engineer, the Contractor shall remove and dispose of the temporary chain link fence to the satisfaction of the Engineer. The Contractor shall then fill any holes left in the pavement with compacted clean sand to grade.

6.34A.3. MEASUREMENT. The quantities of Temporary Chain Link Fence to be measured for payment shall be the number of linear feet of each type satisfactorily installed, complete, measured in place, from center to center of end posts.

Payment will be made for each type of Temporary Chain Link Fence only for the initial installation at any location. Whenever temporary chain link fence are 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. Minor movement of temporary chain link fence from one side of the roadway to the other side, or rearrangement within a work area will not be considered as a movement to a new location and will not entitle the Contractor to additional payment.

No payment will be made: for movements of each type of temporary chain link fence made for the Contractor's convenience; for movement of temporary chain link 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 chain link fence 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 chain link fence between initial installations.

6.34A.4. PRICES TO COVER. The contract prices bid per linear foot for each type of "TEMPORARY CHAIN LINK FENCE" shall be a unit price per linear foot and shall cover the cost of all labor, materials, plant, equipment, insurance, and necessary incidentals required to furnish, install, maintain, and remove temporary chain link fence; all in accordance with the contract drawings, the specifications and the directions of the Engineer. Temporary chain link fence shall also include, but not limited to, any gates as may be required.

Payment will be made under:

Item No.	Item Description	Pay Unit
6.34 ACT	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH	L.F.
6.34 ACTP	TEMPORARY CHAIN LINK FENCE, 6'-0" HIGH, (WITH TOP AND BOTTOM RAILS AND POSTS MOUNTED ON STEEL PLATES)	L.F.

- (3) **Refer** to Standard Highway Specifications Volume II (November 1, 2010), Page 539:
Add the following new **Section 9.06 HW**:

SECTION 9.06 HW - Allowance For Decorative Mesh Fabric

9.06HW.1. DESCRIPTION. Under this section, the Contractor will be paid to furnish and install panels of breathable mesh fabric upon which art work is printed in a maximum of four (4) colors, as directed by the Engineer. Each panel shall also contain metal grommets installed at a one (1) foot maximum spacing around the perimeter of the fabric for mounting on the Temporary Chain Link Fence (Item No. 6.34 ACTP), unless an alternate method of mounting the fabric is proposed by the Contractor and approved by the Engineer. All art work to be printed on the fabric will be provided to the Contractor by the City.

At the completion of the work the panels shall remain the property of the City and shall be delivered to the Engineer, unless otherwise directed.

The lump sum payment made under this item shall be equal to the sum total of all invoices submitted by the Contractor, as approved by the Engineer, for furnishing and installing decorative mesh fabric materials, to the satisfaction of the Engineer, plus an allowance of 10% overhead and 10% profit.

The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Schedule and shall not be varied in the bid. No guarantee is given that the actual lump sum cost for this item will in fact be the "fixed sum" amount. The "fixed sum" amount is included in the bid solely to insure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed amount. This "fixed sum" amount shall be included with the other amounts bid by the Contractor for all the other items under this contract.

The unit price shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the drawings, the specifications and the directions of the Engineer.

Payment will be made under:

Item No.	Item Description	Pay Unit
9.06 HW	ALLOWANCE FOR DECORATIVE MESH FABRIC	F.S.

- (4) **Refer** to Standard Highway Specifications Volume II (November 1, 2010), Page 549:
Add the following new **Section HW-908**:

SECTION HW-908 - Allowance For Extra Work Due To Archaeological Discoveries

In accordance with the Special Provisions article titled "ARCHAEOLOGICAL DISCOVERIES", should extra work be ordered by the Engineer as a result of any archaeological discoveries being found under this project, it shall be paid for under this item as extra work in accordance with the requirements of **Articles 25 and 26** in the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, plant, equipment, insurance, and incidentals necessary to complete any extra work ordered by the Engineer due to archaeological discoveries found at the site.

No guarantee is given that this allowance item will in fact be required in this contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any extra work performed by the Contractor, as directed by the Engineer in consultation with the City's Archaeologist due to archaeological discoveries found at the site.

Payment will be made under:

Item No.	Item Description	Pay Unit
HW-908	ALLOWANCE FOR EXTRA WORK DUE TO ARCHAEOLOGICAL DISCOVERIES	F.S.

- (5) **Refer** to Standard Highway Specifications Volume II (November 1, 2010), Page 549:
Add the following new **Section HW-908**:

SECTION HW-908-ME - Allowance For Extra Work Due To Office Of The Medical Examiner Discoveries

If during the course of work, human remains or apparent evidence of such remains are encountered immediately, halt work affecting the location, protect the remains in place, and notify the Office of Chief Medical Examiner and the New York City Police Department in accordance with the provisions of the New York City Administrative Code, Sections 17-201 and 17-202.

The Office of Chief Medical Examiner, City of New York, shall have jurisdiction over the remains and shall determine the disposition of such remains. The remains shall not become property of the Contractor.

At all times human remains must be treated with the utmost dignity and respect. Protect the location from potential disturbances until authorization to proceed with work is obtained from the Engineer.

Should extra work be ordered by the Engineer as a result of human remains being found under the Contract, it shall be paid for under this item as extra work in accordance with the requirements of Article 26 in the Standard Construction Contract.

Payment made under this Fixed Sum item shall cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete any extra work ordered by the Engineer due to human remains found at the site.

No guarantee is given that this allowance item will in fact be required in the Contract. The estimated "fixed sum" amount shown in the Bid Schedule is included in the total bid solely to insure a method of payment for any extra work performed by the Contractor, as directed by the Engineer due to human remains encountered at the site.

Payment will be made under:

Item No.	Item Description	Pay Unit
HW-908-ME	ALLOWANCE FOR EXTRA WORK DUE TO OFFICE OF THE MEDICAL EXAMINER DISCOVERIES	F.S.

C. AMENDMENTS TO THE STANDARD SEWER AND WATER MAIN SPECIFICATIONS

- (1) **Refer** to **Subsection 10.15 - Notice To Utility Companies, Etc., To Remove Structures Occupying Place Of Sewers, Water Mains Or Appurtenances**, Page I-11:

Add the following to **Subsection 10.15**:

- (1) CONSOLIDATED EDISON COMPANY OF NEW YORK (CON EDISON)

There are CON EDISON facilities in the area of construction. The Contractor shall notify CON EDISON at least seventy-two (72) hours prior to the start of construction by contacting Ms. Theresa Kong at (212) 460-4834.

- (2) NATIONAL GRID

There are NATIONAL GRID facilities in the area of construction. The Contractor shall notify NATIONAL GRID at least seventy-two (72) hours prior to the start of construction by contacting Mr. Neville Jacobs Jr. at (718) 963-5612.

- (3) EMPIRE CITY SUBWAY/VERIZON

There are EMPIRE CITY SUBWAY/VERIZON facilities in the area of construction. The Contractor shall notify EMPIRE CITY SUBWAY/VERIZON at least seventy-two (72) hours prior to the start of construction by contacting Mr. Aubrey Makhanlall at (718) 977-8165.

- (4) TIME WARNER CABLE OF NEW YORK CITY

There are TIME WARNER CABLE facilities in the area of construction. The Contractor shall notify TIME WARNER CABLE at least seventy-two (72) hours prior to the start of construction by contacting Mr. John Piazza at (718) 888-4261.

- (2) **Refer** to **Subsection 10.21 - Contractor To Notify City Departments**, Page I-13:

Add the following to **Subsection 10.21**:

- (1) N.Y.C. D.E.P., BUREAU OF WATER AND SEWERS OPERATIONS

The Contractor shall notify Mr. James Garin, P.E., Director, Engineering at the Department of Environmental Protection, 59-17 Junction Blvd., 3rd floor low rise, Corona N.Y. 11368, at least thirty (30) days prior to the start of construction.

- (2) NEW YORK CITY FIRE DEPARTMENT

The Contractor shall notify the Bureau of Fire Communications at least thirty (30) days prior to the start of construction by contacting Mr. Cleanthis Meimaroglou at (718) 999-1719.

- (3) N.Y.C. DEPARTMENT OF TRANSPORTATION

The Contractor shall notify Mr. Steve Galgano, P.E. Chief of Signal/Street Lighting Operations, 34-02 Queens Blvd., Long Island City, N.Y. 11101 at (718) 786-3550, at least seventy-two (72) hours prior to the start of construction.

- (4) N.Y.C. DEPARTMENT OF PARKS AND RECREATION

The Contractor shall notify the Parks Department at least seventy-two (72) hours prior to the start of construction by contacting Mr. James Cruickshank at (718) 965-7739.

- (5) N.Y.C. TRANSIT AUTHORITY

- (a) The Contractor shall notify Outside Projects at least seven (7) days prior to the start of construction.

The Contractor shall contact:

Mr. Mohamed Adam, P.E.
 Project Engineer-Outside Projects
 New York City Transit
 2 Broadway, 7th Floor
 New York, N.Y. 10004
 Attention Ms. Alina Avadanei
 Telephone No. (646) 252-3641

- (b) The Contractor is advised that bus routes as well as bus stops, within the scope of this project may be affected during construction operations. The Contractor shall notify the Transit Authority at least two (2) weeks prior to the start of construction, in order to make the necessary arrangements as required under the NYC TRANSIT GENERAL NOTES included in **Section 10.25, paragraph (A), Section 10.25 paragraph (B), and Section 10.25 paragraph (C)** of this addendum.

Arrangements shall be made through:

Ms. Sarah Wyss
 Director Of Short Range, Bus Service Planning (SRB)
 New York City Transit
 2 Broadway, 17th Floor
 New York, N.Y. 10004
 Telephone No. (646) 252-5517
 sarah.wyss@nyct.com

- (c) In addition, the Contractor is advised that construction operations might affect subway lines and stations; and NYCT facilities (i.e. manholes, ducts, etc.). The Contractor shall notify the Transit Authority as required and specified in **Section 10.25, paragraph (A), Section 10.25 paragraph (B), and Section 10.25 paragraph (C)** of this addendum.

- (3) **Refer to Subsection 10.25 - Contractor To Carry Out Agreement Between City And Railroad Company Or Property Owner(s), Page I-14:**
Add the following to **Subsection 10.25:**

(A) NYC TRANSIT GENERAL NOTES

For NYC TRANSIT notes see the contract drawings.

(B) NYC TRANSIT INSURANCE REQUIREMENTS

(B) NYC TRANSIT NSURANCE REQUIREMENTS

N.Y.C. TRANSIT INSURANCE: The Contractor (Permittee) shall indemnify and save harmless the City of New York and the New York City Transit (Permitter) in accordance with the following "Insurance Requirements" and proof that the necessary insurance is in effect will be required before work can commence:

NYCT "OUTSIDE CONTRACT" INSURANCE REQUIREMENTS

(1) The Permittee at its sole cost and expense shall carry or cause to be carried and shall maintain at all times during the period of performance under this Agreement policies of insurance as herein below set forth below:

- (A) Workers' Compensation Insurance - (including Employer's Liability Insurance) with limits as specified in Schedule "A", which limit may be met by a combination of primary and excess insurance meeting the statutory limits of New York State. The policy shall be endorsed to include Longshoreman's and Harbor Workers' Compensation Act/Maritime Coverage Endorsement and/or Jones Act Endorsement when applicable.
- (B) Commercial General Liability Insurance - (I.S.O. 2001 Form or equivalent) approved by Permitter in the Permittee's name with limits of liability as specified in Schedule "A" for each occurrence on a combined single limit basis for injuries to persons (including death) and damages to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy; the Umbrella/Excess Policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectable insurance and must be exhausted before implicating any Permitter/MTA policy available.

Such policy should be written on an occurrence form; and shall include:

- Contractual coverage for liability assumed by the Permittee under this agreement;
- Personal and Advertising Injury Coverage;
- Products-Completed. Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary; and,
- Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent) approved the Permitter naming:

New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), the Staten Island Rapid Transit Operating Authority (SIRTOA), MTA Capital Construction Co., the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, and the City of New York (as Owner).

- (C) Business Automobile Liability Insurance Policy - (I.S.O. Form CA 00 01 10 01 or equivalent) approved by the Permitter is required if Permittee's vehicle enters Permitter property. The insurance must be in the name of the Permittee or its contractor entering the Permitter property with limits of liability in the amount specified in Schedule "A" for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- (D) Railroad Protective Liability Insurance policy shall be required as specified in Schedule "A".
- (E) Environmental/Pollution Exposures:

In the event environmental or pollution exposures exist, the Permittee shall require the environmental contractor or sub-contractor to provide the applicable insurance covering such

exposure. The limits and type of insurance provided shall be satisfactory to the Permittee and will be confirmed to the parties prior to the start of the work.

(2) General Requirements Applicable To Insurance Policies:

- (a) All of the insurance required by this Article shall be with Companies licensed or authorized to do business in the State of New York with an A.M. Best Company rating of not less than A-/VII or better and reasonably approved by the Permittee/MTA and shall deliver evidence of such policies.
- (b) Except for Workers Compensation, all references to forms and coverages referred to above shall be the most recent used by the Insurance Services Office, Inc. (ISO) or equivalent forms approved by the Insurance Department of the State of New York, provided, however, that excess coverages may be written on forms reasonably acceptable to Permittee containing provisions other than those contained in ISO forms but otherwise conforming in substance to the requirements of this Article.
- (c) The Permittee or its Contractor performing the work shall furnish evidence of all policies before any work is started to the permittee:

For NYCT Contract Inspection
C/O Mr. John Malvasio
Director, MOW Engineering
130 Livingston Street, Room 8044F
Brooklyn, NY 11201
Telephone: (718) 694-1358

These policies must: (i) be written in accordance with the requirements of the paragraphs above, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless otherwise indicated herein, at least thirty (30) days prior written notice to the Permittee c/o MTA Risk and Insurance Management (MTA RIM) Department - Standards, Enforcement & Claims Unit, 2 Broadway - 21st floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Permittee/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Permittee/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Permittee/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Permittee/MTA policy available. Except for Professional Liability, policies written on claims made basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Permittee/MTA. The Permittee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

- (d) Certificates of Insurance may be supplied as evidence of policies of the above policies, except for Policy (D) Railroad Protective Liability Insurance Policy. However, if requested by the Permittee, the Permittee shall deliver to the Authority, within forty-five (45) days of be request, a copy of such policies, certified by the insurance carrier as being true and complete. The Railroad Protective Liability Insurance Policy must be provided in the form of the Original Policy. A detailed Insurance Binder may be provided, ACORD or Manuscript Form, pending

issuance of the Original Policy. The Original Policy must be submitted to MTA RIM within thirty (30) days of the Binder Approval.

- (e) If a Certificate of Insurance is submitted, it must: (1) be provided on the Permitter Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, sub-limit, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein, along with a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 26 07/04 version or equivalent), as applicable and the endorsement(s) must include policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.
- (f) The minimum amounts of insurance required in the detail description of policies (A), (B), (C), and (D) above shall not be construed to limit the extent of the Permittee's liability under this Agreement.
- (g) If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Permitter, the Permitter shall have the options to: (i) direct the Permittee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

(C) NYC TRANSIT CURRENT AND FUTURE PROJECTS

The Contractor is notified of the following:

- (1) The following subway lines are within the area of this project:
 - (a) The **BMT Broadway - 4th Avenue Line - N & R Train** is running along Broadway.
- (2) The Contactor can obtain NYC Transit Structural Drawings by contacting Mr. Chenthitta Gopalakrishnan at (646) 252-3614.

The Contractor shall also obtain from Mr. Chenthitta Gopalakrishnan the following Drawing showing Power Engineering Activities for the area of this project:

- Drawing No. P-676 - Duct Assignment - Vicinity of Prince Street Station - Broadway - 4th Avenue Line - BMT - Manhattan

- (3) The project might have an impact at the following stations:
 - (a) 8th Street/NYU Station - BMT Broadway - 4th Avenue Line (The closest Street Station Stairway entrance is located at Waverly Place and Broadway)

Should it become necessary to close any of the entrances for the above station, see Note No. 14.35 from the General Notes that are made part of the contract drawings.

- (4) (a) The following tables showing NYC Transit's current and planned projects that may impact and/or interfere with this project might require the Contractor to coordinate construction work with NYCT contractors. These tables are for information only:

8th St - NYU Station - Broadway Line/BMT/Manhattan

Contract	Project Title	Design Manager/ Telephone No.	Construction Manager/ Telephone No.	Resident Engineer/ Telephone No.
ST01-1615	Stations Help Point: Phase 2	D. Wesley/ (646) 252-3061	S. Dovoodi/ (646) 252-2504	N/A
ST04-7247 A36124	Station Access - ADA Induction Loop: 642 Bths	D. Devoti/ (646) 252-6785	M.V. Mathew/ (646) 395-9997	S. Stuart/ (646) 252-3577

MW17-5969 W32679	Comm Cable/Eqpt. ATM:B Div 254 Stn OPTION	K. Asamoah/ (646) 252-4064	V. Cavataio/ (212) 883-7457	S. Jamoona/ (212) 883-7461
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(4) **Refer to Subsection 10.30 - Contractor To Provide For Traffic, Page I-15:**

Add the following to **Subsection 10.30:**

(1) Traffic Stipulations:

The Contractor shall refer to the Traffic Stipulations (five (5) pages) that are attached to the end of this addendum, and as directed by the Engineer.

(5) **Refer to Subsection 71.41.4 - Specific Pavement Restoration Provisions, Page VII-67:**

Add the following to **Subsection 71.41.4:**

(E) Specific Pavement Restoration Provisions:

(1) In Washington Square North from the west curb line of 5th Avenue to approximately 85-foot west of the west curb line of 5th Avenue; 5th Avenue from approximately 70-foot north of the north curb line of Washington Square North to approximately 120-foot north of the north curb line of Washington Square North; University Place of the north curb line of Waverly Place to approximately 65-foot north of north curb line of Waverly Place; Waverly Place from the east curb line of Washington Square East to approximately 80-foot east of the east curb line of Washington Square East; Washington Place from the east curb line of Washington Square East to approximately 60-foot east of the east curb line of Washington Square East; Washington Square South from approximately 50-foot west of the west curb line of Thompson Street to approximately 10-foot east of the west curb line of La Guardia Place; Thompson Street from the south curb line of Washington Square South to approximately 65-foot south of the south curb line of Washington Square South; La Guardia Place from approximately 25-foot south of the south curb line of Washington Square South to approximately 60-foot south of the south curb line of Washington Square South; Mercer Street from the north curb line of West 4th Street to approximately 40-foot north of the north curb line of West 4th Street; Mercer Street from the south curb line of the West 4th Street to approximately 50-foot south of the south curb line of the West 4th Street, the restoration shall be as follows:

(a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of a minimum of three (3) inches of binder mixture on a base course of a minimum of six (6) inches of High-Early Strength Concrete, to match the existing pavement as directed by the Engineer.

(b) Finally an overlay of two (2) inches of asphaltic concrete wearing course shall be installed over the entire width of the roadway from **curb to curb** or **edge to edge** of existing roadway.

(2) In 5th Avenue from the north curb line of the Washington Square North to approximately 70-foot north of the north curb line of Washington Square North; Washington Square North from the west curb line of 5th Avenue to the east curb line of Washington Square East; Washington Square East from the south curb line of Washington Square North to the north curb line of Washington Square South; Washington Square South/ West 4th Street from approximately 10-foot east of the west curb line of La Guardia Place to approximately 25-foot west of the west curb line of Broadway; Greene Street from the north curb line of West 4th Street to the north building line of West 4th Street, the restoration shall be as follows:

- (a) The existing roadway shall be removed from **curb to curb** or **edge to edge** and the entire area shall receive a permanent pavement restoration that shall consist of a top course of three (3) inches of Asphaltic Concrete Wearing Course on a base course of nine (9) inches of High-Early Strength Concrete, as directed by the Engineer.
- (3) In Greene Street from the north building line of West 4th Street to approximately 35-feet, the restoration shall be as follows:
 - (a) The permanent restoration over the **trench width and cutbacks only** shall consist of a top course of standard granite block pavement on a base course of a minimum of six (6) inches of Early-High Strength Concrete, to match the existing pavement as directed by the Engineer. The Engineer shall determine if the existing granite blocks are reusable at time of removal.
- (4) The following requirements apply:
 - (a) Before the top course is installed, an additional width of asphalt beyond the edge of new base course shall be saw-cut and removed from all edges of trenches to a depth to accommodate the specified top course and the entire area restored. This additional removal shall be in accordance with paragraph (b) below.
 - (b) Pavement excavation along with saw cutting of pavements for sewer and water main trenches shall be in accordance with **Section 71.21 - Pavement Excavation** of the Standard Sewer And Water Main Specifications.
 - (c) At locations requiring the installation of a concrete base course, a reflective cracking membrane shall be installed over joints prior to restoration, the cost of which shall be deemed included in the prices bid for all pavement restoration items. Additionally, appropriate pavement keys as described below shall be used.
 - (d) Pavement keys **Type B-1** shall be used to insure a desired four (4) inch curb reveal (two and one-half (2-1/2) inch absolute minimum). Pavement key **Type A** shall be used in all intersections. Both keys are to be per Bureau of Highways Operations Specifications and Standard Details of Construction.
 - (e) Unless otherwise specified, the cost for Proctor analyses, in-place soil density tests, tack coating, eradication of temporary roadway markings, stripping or milling of pavement keys and adjustment of city-owned castings for all roadway work shall be deemed included in the prices bid for all pavement restoration items.
 - (f) Payment for placement of temporary pavement marking shall be made under Item No. 6.49 - TEMPORARY PAVEMENT MARKINGS (4" WIDE).
 - (g) Payment for removal of existing pavement markings shall be made under Item No. 6.53 - REMOVE EXISTING LANE MARKINGS (4"WIDE).
 - (h) Payment for placement of permanent pavement marking with thermoplastic reflectorized pavement markings (crosswalk and lane dividers) shall be made under Item No. 6.44 - THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS (4" WIDE).
 - (i) Payment for pavement restoration shall be made under the following items:

<u>Item No.</u>	<u>Item</u>	<u>Payment Description</u>
4.02 AF-R	Asphaltic Concrete Wearing Course, 2" Thick	(For 2" asphaltic concrete wearing course overlay from curb to curb or edge

		to edge.)
4.02 AG	Asphaltic Concrete Wearing Course, 3" Thick	(For 3" asphaltic concrete wearing course for entire width of roadway restoration.)
4.02 CA	Binder Mixture	(For binder mixture base course over trenches and cutbacks; binder mixture top filler course under asphaltic concrete wearing course when <u>no</u> overlay is required; binder mixture top course when overlay is required; binder mixture in Type A and B Keys; and binder mixture to fill in roadway depressions and to provide a leveling course prior to overlay where ordered.)
4.04 H	Concrete Base For Pavement, Variable Thickness For Trench Restoration, (High-Early Strength)	(For concrete base course over trenches and cutbacks.)
4.04 HD	Concrete Base For Pavement, 9" Thickness, (High-Early Strength)	(For concrete base course for entire width of roadway restoration.)
6.04 BA	Granite Block Cleaned	(For cobblestone restoration over trenches and cutbacks.)
6.04 BB	Furnish New Granite Block Pavers	(For cobblestone restoration over trenches and cutbacks.)
6.04 BC	Install Granite Block Pavement (New or Cleaned Existing)	(For cobblestone restoration over trenches and cutbacks.)

D. AMENDMENTS TO THE SPECIFICATIONS FOR TRUNK MAIN WORK

- 1) **Refer** to Part 1 – Furnishing And Delivering Steel Pipes And Appurtenances 30 Inches In Diameter And Larger, Paragraph 13. Special Fittings:, Page 5;
Add the following to Paragraph 13:

The steel reducer shall have a length of seven (7) feet for every twelve (12) inches reduction in diameter.

E. SPECIAL PROVISIONS

The following shall become a part of and apply to the contract:

- (A) ARCHAEOLOGICAL DISCOVERIES. The Contractor is notified that the Engineer will retain the services of an Archaeologist (the "City's Archaeologist") for this project.

The City's Archaeologist shall be notified in advance and shall be present on site during sub-surface excavations as he deems necessary. The City's Archaeologist shall be authorized to halt construction at any time in order to record and/or recover any archaeological resources encountered during excavations, and to stabilize in place any human remains encountered. For the purpose of evaluating and recording archaeological resources, the City's Archaeologist shall be allowed to enter trenches provided all standard safety requirements are met. It is understood that some construction down time may be necessary.

In the event that human remains and/or other significant archaeological deposits are encountered during construction or archaeological investigations, Landmarks Preservation Commission (LPC) shall be notified as directed by the City's Archaeologist and requires that the following protocol is implemented:

- At all times human remains must be treated with the utmost dignity and respect. Should human remains be encountered work in the general area of the discovery will stop immediately and the location will be immediately secured and protected from damage and disturbance.
- Human remains or associated artifacts will be left in place and not disturbed. No skeletal remains or materials associated with the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.
- The County coroner and local law enforcement as well as the LPC and the involved agency will be notified immediately. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archeological. If the remains are archeological in nature, a bioarchaeologist will confirm the identification as human.
- If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for their protection or removal can be generated. The involved agency will consult LPC and appropriate Native American groups to determine a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA) guidance.
- If human remains are determined to be Euro-American, African-American, etc., the remains will be left in place and protected from further disturbance until a plan for their avoidance or removal can be generated. Consultation with the LPC and other appropriate parties will be required to determine a plan of action.

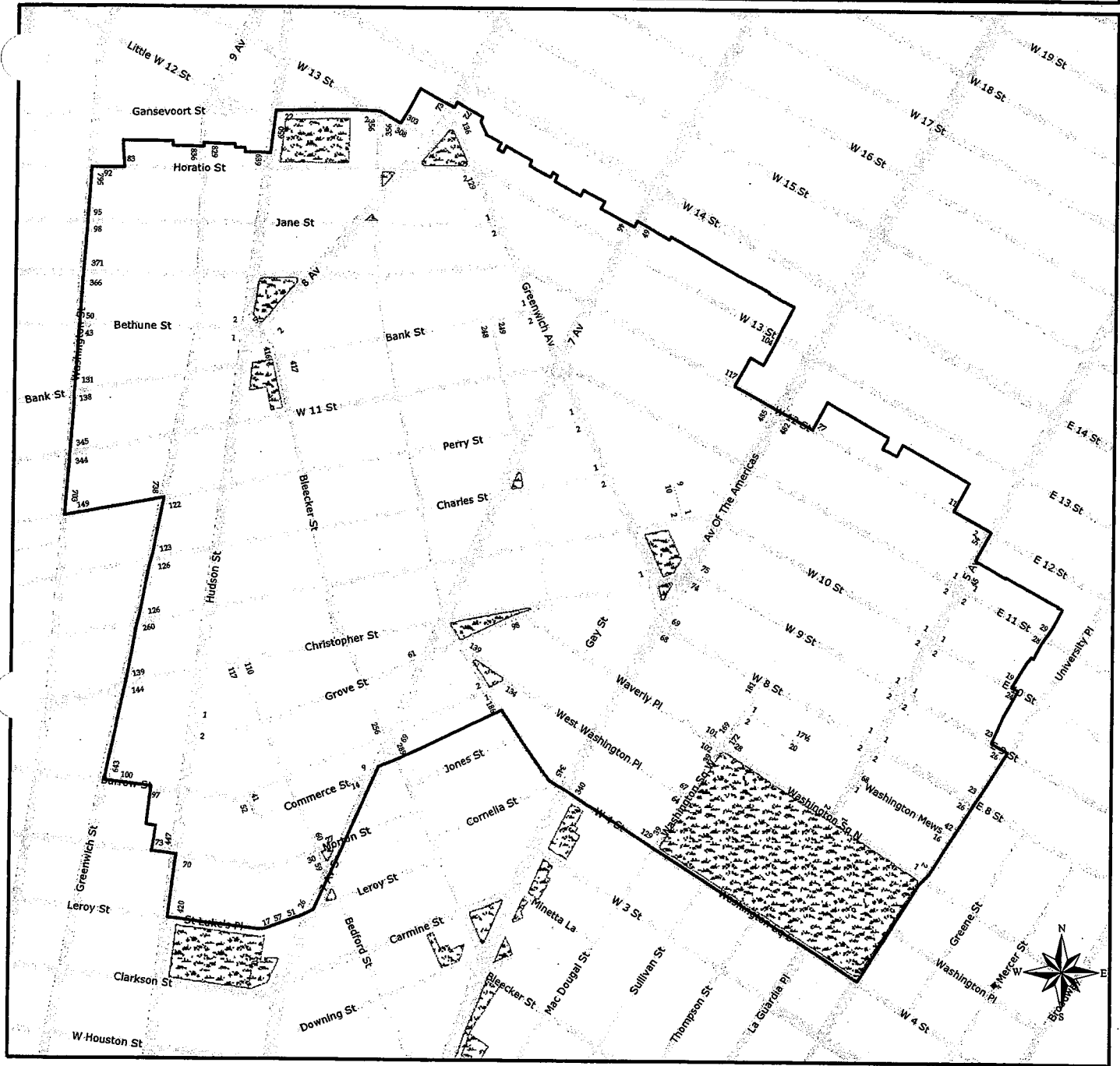
Should extra work be ordered by the Engineer as a result of any archaeological discoveries, it shall be paid for as extra work in accordance with the requirements of **Articles 25 and 26** of the Standard Construction Contract.

- (B) 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.

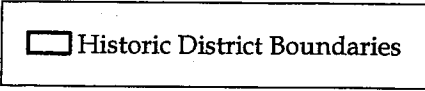
END OF ADDENDUM NO. 2

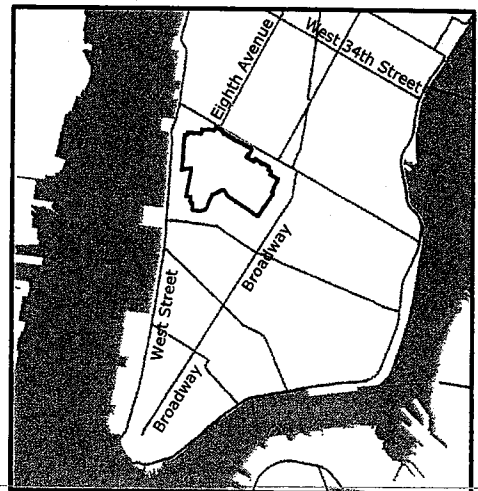
This Addendum consists of twenty (20) pages plus twenty-five (25) pages of attachments.

Greenwich Village

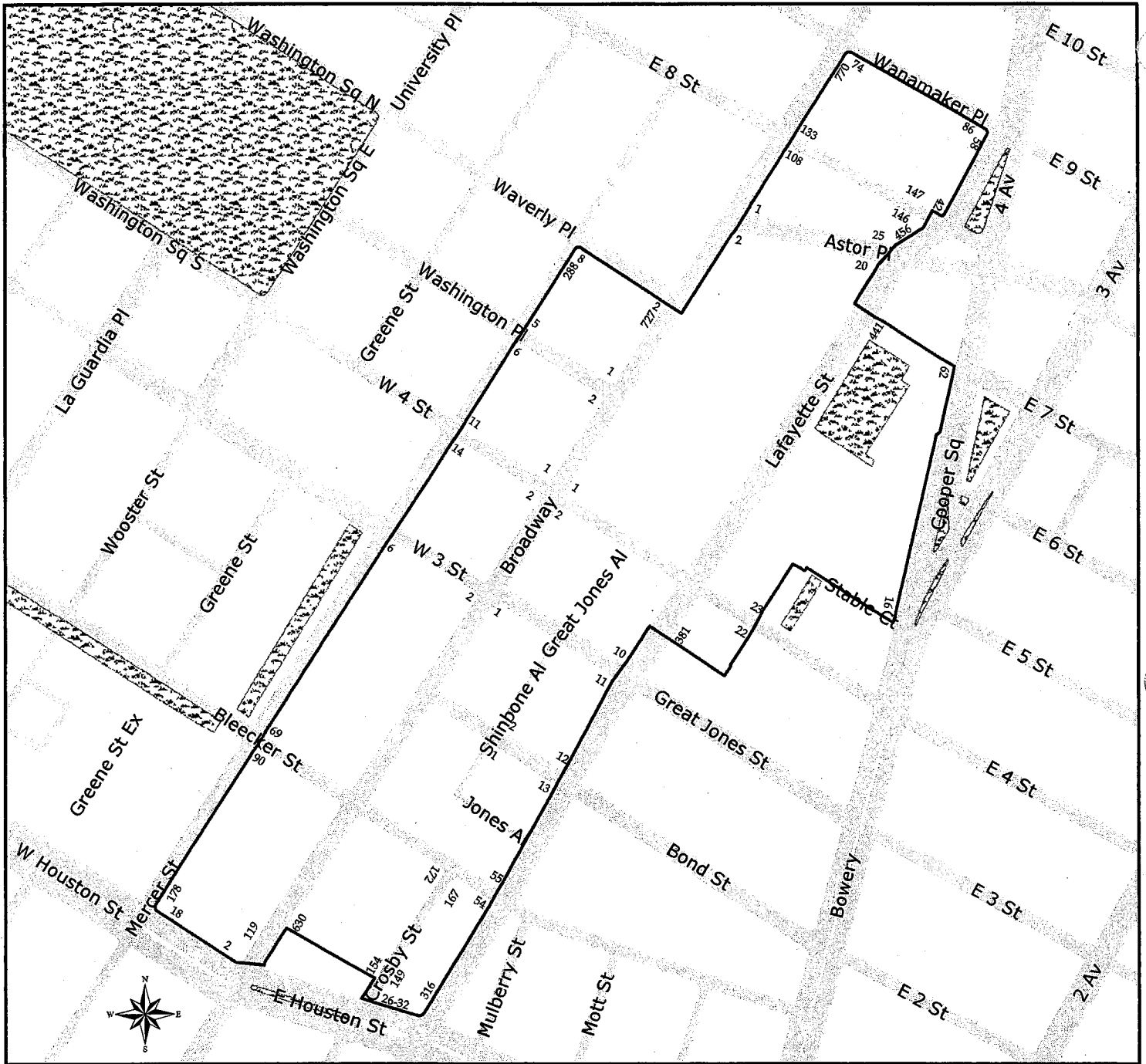


Greenwich Village Historic District
 Manhattan
 Designated April 29, 1969


 Historic District Boundaries

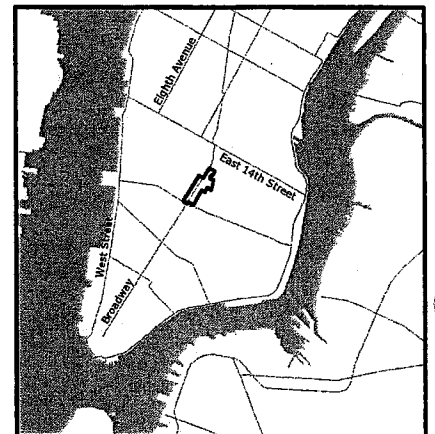


Noho



Noho
Historic District
Manhattan
Designated: June 29, 1999

 Historic District Boundaries





Department of Transportation

POLLY TROTTENBERG, Commissioner

OCMC TRAFFIC STIPULATIONS

April 9, 2014

OCMC FILE NO: MEC 13-474
CONTRACT NO: MED608
PROJECT: WATER MAIN WORK AT WASHINGTON SQUARE PARK - PHASE 1

LOCATION(S): WASHINGTON SQUARE SOUTH/WEST 4TH STREET BETWEEN THOMPSON STREET AND BROADWAY
 WASHINGTON SQUARE EAST BETWEEN WEST 4TH STREET AND WAVERLY PLACE
 WASHINGTON SQUARE NORTH BETWEEN 5TH AVENUE AND UNIVERSITY PLACE
 5TH AVENUE BETWEEN WASHINGTON SQUARE NORTH AND WASHINGTON MEWS

PERMISSION IS HEREBY GRANTED TO THE **NEW YORK CITY DEPARTMENT OF DESIGN AND CONSTRUCTION** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE ABOVE LOCATION(S) FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

A. SPECIAL STIPULATIONS

1. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT EMBARGOES SUCH AS PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.
2. **BIKE LANES** – IF WORK IS IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST POST ADVANCE WARNING SIGNS 350 FEET AND 200 FEET PRIOR TO THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE AHEAD PROCEED WITH CAUTION**", AND ALSO POST A SIGN AT THE WORK ZONE STATING "**CONSTRUCTION IN BIKE LANE PROCEED WITH CAUTION**". SUCH SIGNS SHALL BE ORANGE, 3' X 3', DIAMOND-SHAPED WITH 4" BLACK LETTERING. SIGNS SHALL BE POSTED IN ACCORDANCE WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - a. **ONCE THIS PROJECT COMMENCES, THERE MUST BE COORDINATION WITH NYCDOT BICYCLE UNIT AS IT RELATEDS TO BIKE LANES AND PAVEMENT MARKINGS.**
3. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.
4. **BUS STOPS** – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND NEW YORK CITY TRANSIT (NYCT) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS ROUTES/BUS STOPS.
5. **STREET LIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.
6. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.
7. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYCDOT PARKING METER DIVISION AT 718-894-8651.
8. **TEST PITS** – THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.
9. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS** – THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMITS. THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.

- 10. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.
- 11. **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.
- 12. **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 ABUTTING PROPERTY OWNERS.
- 13. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYCDOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYCDOT WEBSITE AT:
[HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF](http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf)

- 14. **ENHANCED MITIGATIONS**
 - o **NYPD TRAFFIC AGENTS** ARE REQUIRED FOR THIS PROJECT: 3 POSTS PLUS RELIEF, MONDAY THROUGH FRIDAY ON POST FROM 7:00 AM TO 7:00 PM, SATURDAY AND SUNDAY FROM 10:00 AM TO 6:00 PM TO FACILITATE TRAFFIC WITHIN THE CONSTRUCTION AREAS.
 - o **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. FLAGGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS. THESE FLAGGERS SHALL BE ASSIGNED TO THIS FUNCTION ONLY.
 - o **TWO VARIABLE MESSAGE SIGNS (VMS)** SHALL BE PROVIDED FOR THIS PROJECT. THE LOCATIONS AND MESSAGES SHALL BE RECOMMENDED BY NYCDOT AND THEIR CONTRACTOR A MINIMUM OF TWO (2) WEEKS PRIOR TO WORK COMMENCING, FOR OCMC REVIEW AND APPROVAL.
 - o **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
 - o **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

B. MAINTENANCE AND PROTECTION OF TRAFFIC

WASHINGTON SQUARE SOUTH/WEST 4TH STREET BETWEEN THOMPSON STREET AND BROADWAY (CANNOT WORK ON WEST 4TH STREET BETWEEN WASHINGTON SQUARE EAST AND GREENE STREET DURING WASHINGTON SQUARE EAST DETOUR)

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic during and after working hours.
- The contractor shall coordinate with NYPD for the relocation or removal of office trailer.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

INTERSECTION OF WASHINGTON SQUARE SOUTH/WEST 4TH STREET AND THOMPSON STREET

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall coordinate with NYPD for the relocation or removal of office trailer.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

INTERSECTION OF WASHINGTON SQUARE SOUTH/WEST 4TH STREET AND LA GUARDIA PLACE

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic on Washington Square South/West 4th Street and two 11 foot lanes for traffic, one lane in each direction on La Guardia Place during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

**INTERSECTION OF WASHINGTON SQUARE SOUTH/WEST 4TH STREET AND WASHINGTON SQUARE EAST
(CANNOT WORK ON WEST 4TH STREET BETWEEN WASHINGTON SQUARE EAST AND GREENE STREET DURING
WASHINGTON SQUARE EAST DETOUR)**

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.
- Prior to commencing any work that will impact the Bike Share stations, the contractor must first contact NYC Bike Share at 855-245 -3311 to coordinate and meet the need of NYCDOT Bike Share Office.

**INTERSECTION OF WEST 4TH STREET AND GREENE STREET
(CANNOT WORK ON WEST 4TH STREET BETWEEN WASHINGTON SQUARE EAST AND GREENE STREET DURING
WASHINGTON SQUARE EAST DETOUR)**

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

INTERSECTION OF WEST 4TH STREET AND MERCER STREET

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

WASHINGTON SQUARE EAST BETWEEN WEST 4TH STREET AND WASHINGTON PLACE

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall place barricades and post signs meeting "Federal Manual of Uniform Traffic Control Devices (MUTCD)" standards stating "Road Closed to Through Traffic" during working hours. The contractor must provide a detour for all northbound vehicular traffic. All northbound traffic will continue east on West 4th Street, turn north onto Greene Street, west onto Washington Place and north onto Washington Square East.
- The contractor must place NYCDOT "No Standing 7AM to 6PM, Monday through Friday" signs on the east side of Greene Street along the detour route.
- After working hours the contractor must maintain 1-10 foot lane for traffic on Washington Square East.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

**WASHINGTON SQUARE EAST BETWEEN WASHINGTON PLACE AND WAVERLY PLACE/INCLUDING INTERSECTION OF
WASHINGTON SQUARE EAST AND WASHINGTON PLACE**

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall place barricades and post signs meeting "Federal Manual of Uniform Traffic Control Devices (MUTCD)" standards stating "Road Closed to Through Traffic" during working hours. The contractor must provide a detour for all northbound vehicular traffic. All northbound traffic will continue east on West 4th Street, turn north onto Greene Street, west onto Waverly Place then north onto University Place.
- The contractor must convert Waverly Place between Greene Street and University Place to a two-way street during working hours with NYPD Traffic Agents in place at Waverly Place and Greene Street and Waverly Place and University Place/Washington Square East to accommodate detour traffic.
- The contractor must place NYCDOT "No Standing 7AM to 6PM, Monday through Friday" signs on both sides of Waverly Place and along the east curb of Green Street from West 4th Street to Waverly Place.
- After working hours the contractor must return full width of the roadway at the intersection while maintaining 1-10 lane on Washington Square East between Washington Place and Waverly Place.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.
- Prior to commencing any work that will impact the Bike Share stations, the contractor must first contact NYC Bike Share at 855-245 -3311 to coordinate and meet the need of NYCDOT Bike Share Office.

NOTE: WHILE DETOUR IS IN PLACE ADDITIONAL NYPD TRAFFIC AGENTS MUST BE IN PLACE AT THE INTERSECTIONS OF WAVERLY PLACE AND GREENE STREET, WAVERLY PLACE AND UNIVERSITY PLACE MONDAY THROUGH FRIDAY, 7AM TO 4PM.

INTERSECTION OF WASHINGTON SQUARE EAST AND WASHINGTON PLACE

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall place barricades and post signs meeting "Federal Manual of Uniform Traffic Control Devices (MUTCD)" standards stating "Road Closed to Through Traffic" during working hours during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

INTERSECTION OF WASHINGTON SQUARE NORTH AND WAVERLY PLACE/UNIVERSITY PLACE/ WASHINGTON SQUARE EAST

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic on cross streets and one 11 foot lane for two-way thru traffic with flaggers at each end of work zone on Washington Square North during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

WASHINGTON SQUARE NORTH BETWEEN 5TH AVENUE AND UNIVERSITY PLACE

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor must maintain one 11 foot lane for two-way thru traffic with flaggers at each end of work zone during working hours.
- The contractor shall restore all travel lanes after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

INTERSECTION OF WASHINGTON SQUARE NORTH AND 5TH AVENUE

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor shall maintain one 12 foot lane for traffic on 5th Avenue and one 11 foot lane for two-way thru traffic with flaggers at each end of work zone on Washington Square North during working hours.
- The contractor shall restore the full width of the roadway after working hours.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

5TH AVENUE BETWEEN WASHINGTON SQUARE PARK NORTH AND WASHINGTON MEWS

- Work hours shall be as follows: 7:00 AM to 4:00 PM, Monday thru Friday
- The contractor must maintain two 11 foot lanes, one 11 foot lane in each direction at all times.
- The contractor may occupy eight feet adjacent to the east curb.
- The contractor shall maintain 5-foot clear sidewalk for pedestrians at all times.

C. GENERAL NOTES

1. **THIS IS NOT A PERMIT** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.
2. THE CONTRACTOR MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYCDOT INCLUDING THE HOLIDAY EMBARGO.
3. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYCDOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

A. STREET FAIRS / FESTIVALS

- ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
- PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

B. RUNNING / WALKING / BIKING EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.


C. PARADES

OCMC FILE NO: MEC 13-474
CONTRACT NO: MED608
PROJECT: WATER MAIN WORK AT WASHINGTON SQUARE PARK - PHASE 1

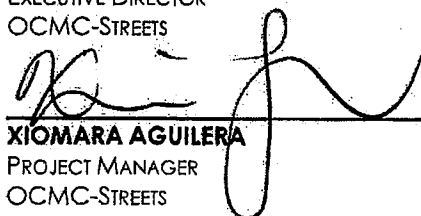
- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. MAYORAL EVENTS

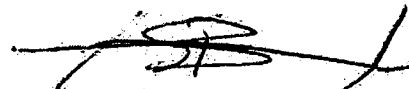
- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
 - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYCDOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYCDOT).
 - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.
4. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.
 5. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.
 6. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY-OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYCDOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.
 7. THE PERMITTEE SHALL ADHERE TO THE NYCDOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.
 8. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.
 9. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYCDOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.
 10. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.
 12. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.



JOSEPH P. NOTO
EXECUTIVE DIRECTOR
OCMC-STREETS



XIOMARA AGUILERA
PROJECT MANAGER
OCMC-STREETS



JASON BUCCHERI
PROJECT MANAGER
OCMC-STREETS



**NYC DDC MED 608 Washington Square Park
CP System Survey and Engineering
Study of Soils and Stray Currents
Cathodic Protection System Design**

Prepared For:

**NYC Department of Design and Construction
30-30 Thomson Ave
Long Island City, NY 11101**

Prepared By:

**CorrTech, Inc.
25 South Street
Hopkinton, MA 01748
CorrTech, Inc. Job No. 7559
NYC DDC Task Order 008A**

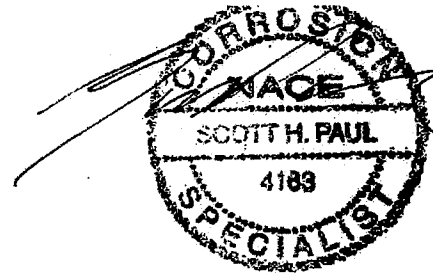
April 2014

STATEMENT OF LIMITATION

The conclusions presented in this document are based on the services described and not on tasks or procedures beyond the scope of the described procedures or the time and budgetary constraints imposed by the contract limitations.

CorrTech, Inc. has performed this assessment in a professional manner using that degree of skill and care exercised for similar projects under similar conditions by reputable and competent consultants, and in accordance with the procedures established within CorrTech's quality assurance, quality control protocol.

CorrTech, Inc. shall not be responsible for conditions or consequences arising from relevant facts that were concealed, withheld or not fully disclosed at the time the evaluation were performed.



Report Reviewed by:
Scott Paul, P.E.
NACE Corrosion Specialist No. 4163
March 2014

A handwritten signature in black ink, appearing to be "James Davis".

Report Written by:
James Davis
Civil Engineer
March 2014

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APPENDIX I

Soil Resistivity and Stray Current Test Results

APPENDIX II

Cathodic Protection Design Worksheet, 1 Segment

INTRODUCTION

On January 20th, 2014, CorrTech, Inc. entered into agreement with the NYC Department of Design and Construction with the expectation of providing cathodic protection design, construction support, field testing, final system testing and as-built documentation. The MED 608 Washington Square project is located in Manhattan, New York in and around Washington Square Park, extending to the intersection of West 4th St. and Broadway Avenue. 250 linear feet of 36-inch diameter piping and 1,850 linear feet of 48-inch piping are to be installed. These segments of pipe, isolated at either end, will be protected by a cathodic protection system designed by CorrTech. Work is being completed under CorrTech, Inc. Job No. 7559 and NYC DDC Task Order 008A issued under contract GEDRC001, registration number 20121401831.

Field testing was performed on February 26th, 2014 in order to obtain soil resistivity data and to perform stray current monitoring in the approximate areas in which the new steel water main is being installed. During this visit, testing was completed in and around Washington Square Park, extending to the intersection of West 4th St. and Broadway Avenue. Data collected will be used to design the sacrificial cathodic protection system. In addition to the field testing, a cursory review of area utilities was completed.

CorrTech, Inc. provides corrosion engineering expertise in accordance with specifications section 5.04A. Furnishing, installing and testing corrosion control and/or cathodic protection System was done in accordance with New York City Department of Environmental Protection (NYCDEP) "Specifications for Trunk Main Work".¹

CONCLUSION

Based on the field testing protocol and test results obtained during the system evaluation and energization, the following conclusions are presented:

1. The average soil resistivity measured along the construction route was found to be approximately 49,000 Ω -cm. Readings obtained ranged from 30,000 Ω -cm to 60,000 Ω -cm. The soil resistivity study indicates that the area soils are classified as progressively less corrosive to metallic structures. Steel piping installed in this area will require corrosion control measures that will include a bonded external dielectric coating system and sacrificial anode cathodic protection that will provide adequate corrosion control for in access of 50 years.
2. Stray current effects measured along the construction route are considered insignificant. The magnitude of variations observed, clearly does not indicate the existence of dynamic stray DC voltage effects.

¹ This publication includes "Special Provisions for Trunk Main Work"; and "Specification for Furnishing, Delivering and Laying Steel Pipe and Appurtenances".

RECOMMENDATIONS

While the soils in the area are considered mildly corrosive, the minimum life expectancy of 50 years must be considered. The evaluation suggests that newly installed steel pipe should be installed with an external coating system, electrical isolation and sacrificial anode type cathodic protection system. The following are requirements:

1. Insulating flanges must be installed at all butterfly valve chambers and at any/all ductile iron or cast iron main connections. Flange isolation assemblies are required where the new steel pipe connects to existing piping as well.
2. The new steel piping must have a high quality dielectric coating, such as the Polyken YGIII coating system, for any and all steel pipe surfaces that are in contact with the surrounding soil environment. The dielectric coating system should be applied to all piping associated with the air cock hydrants and blow-off assemblies.
3. Sacrificial magnesium anodes, permanent reference electrodes, pipe test wires, steel counter electrodes and flush-to-grade test stations at the locations indicated on the design drawings must be installed. All test stations must be installed on the inside of nearby curbs in order to prevent the enclosures from being subject to vehicular traffic and to make them easier to locate for future testing.
4. FRP shields must be installed around the pipe at any/all points of contact with reinforced concrete piles or similar structures. Electrical isolation between the new steel piping and other structures is of critical importance.
5. Final testing shall be performed by CorrTech personnel in concert with the REI team. Testing must verify that the installed cathodic protection system meets the criteria set forth by NACE International Recommended Practices SP0169, which requires control of external corrosion on underground or submerged metallic piping systems at all locations.

DISCUSSION

The coated steel water main piping associated with Project MED 608 consists of 36-inch and 48 inch welded steel water main. Testing was completed in and around Washington Square Park, extending to the intersection of West 4th St. and Broadway Avenue.

The purpose of the pre-constructing testing and subsequent evaluation is to quantify the levels of stray traction DC currents and to evaluate the area soil resistivity along the proposed construction route. After testing, no significant stray current effects were located. Stray current testing was performed at two (2) locations in and around the area where the new pipe will be installed.

A reference cell-to-reference cell potential profile obtained in the area indicates that potential variations are considered insignificant as well. The potential measurements obtained indicated variations of 0.008-volts or less. The proposed area of construction for the new steel water main

being installed as part of MED 608 will not be subjected to adverse effects from stray traction DC currents.

Soil resistivity measurements were obtained at five (5) locations using a Collins Rod and Whetstone Soil Bridge. Depths obtained ranged from 3-feet to 4-feet. The data obtained is shown in Appendix I of this report. Soil resistivity ranged from a low of 30K Ω -cm to a high of 60K Ω -cm. The mean soil resistivity is approximately 49K Ω -cm. This is a reasonable representation of the average soil resistivity in this area.

The measurement of soil resistivity has been used for years as an indicator of the corrosivity of soil. Soil resistivity is the reciprocal of conductivity; the lower the resistivity, the easier current flows through the soil. Of the measurable soil characteristics, resistivity is generally accepted as the primary indicator of soil corrosivity. Resistivity is a property of the bulk volume of soil and electrolytes.

Although no universal standard has been accepted, (by an organization such as the American Society for Testing and Materials or the National Association of Corrosion Engineers), it is generally agreed that the classification shown below, or other similar classifications, reflect soil corrosivity.

<u>Resistivity (Ohm-Cm)</u>	<u>Classification</u>
< 1,000	Extremely Corrosive
1,000 to 3,000	Highly Corrosive
3,000 to 5,000	Corrosive
5,000 to 10,000	Moderately Corrosive
10,000 to 25,000	Mildly Corrosive
> 25,000	Progressively Less Corrosive

The above table provides qualitative insight to the expected corrosion exposure of a metallic structure in a soil of known resistivity. Accordingly, deterioration can generally be expected to be rapid and relatively severe in soils below 1,000 ohm-cm. This does not mean, however, that severe corrosion will not occur in soils of higher resistivity. In fact, depending on chemical conditions, severe corrosion can occur in soils above 25,000 ohm-cm. The table only indicates that the latter occurrence is generally not observed.

The review of the plans for the new steel water main indicates that there are multiple ties to existing structures. The installation of insulating flanges is required for any/all tie-ins to the existing water supply network, as well as any butterfly valve connections and at any/all ductile iron or cast iron distribution tie-in points. The installation of electrical isolation flange assemblies produces a more concise, manageable cathodic protection system.

The cathodic protection design created by CorrTech, Inc. assumes that the piping will be electrically isolated and provided with a high quality dielectric coating system, (such as the Polyken YGIII coating system) and installed on all steel piping in contact with the soil environment. The piping associated with air cock hydrants and blow-offs should be layered with

this coating system as well as electrically isolated from the steel trunk water main. There will be a total of three (3) distinct segments associated with the MED 608 project installation relative to cathodic protection. Please refer to Appendix II for the associated Ground Bed Design Worksheets.

The following NYC DEP cathodic protection design criteria have been applied to facilitate the final design calculations:

- Percent of bare pipe 2.00%.
- Required current density 1.25 mA/Ft².
- Pipe coating quality 25,000 ohm-cm
- 50-year design life for the cathodic protection anodes
- Anode consumption rate of 17-pounds per ampere-year
- 50% anode consumption utilization factor

The magnesium anodes will be divided into groups and these groups will be distributed along the piping segments. Installing the anodes in individual groups enables better current distribution in each segment and will provide multiple ground beds as backup in the event of damage to one groundbed.

The cathodic protection design has been prepared in accordance with NACE SP0169. NACE Standard Practice SP0169 (formerly RP0169), "Control of External Corrosion on Underground or Submerged Metallic Piping Systems". This standard practice presents procedures and practices for achieving effective control of external corrosion on buried or submerged metallic piping systems.

These recommendations are also applicable to many other buried or submerged metallic structures. They are intended for use by corrosion control personnel concerned with the corrosion of buried or submerged piping systems, including oil, gas, water, and similar structures. This standard describes the use of electrically insulating coatings, electrical isolation, and cathodic protection as external corrosion control methods. The standard contains specific provisions for the application of cathodic protection to existing bare, existing coated and to new piping systems. Also included are procedures for control of interference currents on pipelines.

Sacrificial anode cathodic protection provides protection with no external power source or rectifier. Sacrificial anodes are designed to corrode, thereby protecting the steel structure being installed. Energy for the sacrificial anode system is provided by the difference in the electrochemical level between the anode and the structure being protected. Typically, magnesium anodes are utilized to protect steel structures. Referring to the galvanic series chart under the section on galvanic corrosion, it is indicated that the magnesium anode will corrode preferentially when connected to steel as part of a cathodic protection system. This is due to the fact that it sits at a higher electrochemical level.

A sacrificial anode installation is also a DC circuit with positive current supplied by the anodes and a return negative current supplied from the structure. The driving voltage of the sacrificial anode circuits is approximately 1.0 volt, the difference between magnesium and steel.

Ohm's Law ($E=IR$) is valid for DC circuits, where E is the driving voltage, or rectifier output, of the circuit, I is the resulting current magnitude and R is the resistance of the circuit. Proper system design seeks to minimize the resistance of the circuit through the use of an anode ground bed design. Sacrificial anode systems do not provide as much energy output as the impressed current design and therefore do not function properly in some applications where cathodic protection is required. Sacrificial systems require that the structure is first coated with a tightly adhered coating system and is also electrically isolated from all other metallic structures and system components. It is important to understand that pipe coating alone is not sufficient to provide complete corrosion control. Coatings must be supplemented with cathodic protection.²

NACE requirements specify that the cathodic protection of buried steel structures must be evidenced by two criteria. Firstly, adequate steel polarization is needed to ensure that the electrochemical processes have been established in order to arrest corrosion of the steel surface. Secondly, the cathodic protection design should be constructed and implemented in order to allow for field-testing protocol. Protection levels with respect to polarization criteria can then be verified. All testing is performed in order to demonstrate that adequate cathodic polarization exists on the protected structure. Polarization criteria must take into account any significant drop in the field measurements conducted. This is important both to satisfy the regulations as well as to ensure the preservation of pipe integrity. The primary focus of testing protocol and system design is to ensure that corrosion of any exposed steel has been mitigated.

Sacrificial anode design utilizes a number of electrical parameters as input to the CorrTech, Inc. design calculation worksheet. The calculation worksheets for each piping segment is included in this report as Appendix II.

The following NYC DEP cathodic protection design criteria was applied to facilitate the final design calculations:

- Percent of bare pipe 2.00%.
- Required current density 1.25 mA/Ft².
- Pipe coating quality 25,000 ohm-cm
- 50-year design life for the cathodic protection anodes
- Anode consumption rate of 17-pounds per ampere-year
- 50% anode consumption utilization factor

In addition to the soil resistivity data, pipe geometry and anode dimensions and weight, the above design criteria are inputs to the design. The anode-to-remote earth resistance calculation is based on Dwight's Equation for a single horizontal anode.

² However, as defined in Sections 4 and 5 of NACE RP0169, cathodic protection can be provided to uncoated structures under certain conditions.

$$R = \left(\frac{0.00521\rho}{L} \right) \left(\ln \left(\frac{4L^2 + 4L\sqrt{S^2 + L^2}}{dS} \right) + \frac{S}{L} - \frac{\sqrt{S^2 + L^2}}{L} - 1 \right)$$

Where

- R = resistance in ohms
- L = anode length in feet
- S = twice the depth of anode in feet
- d = anode diameter in feet
- ρ = resistivity in ohm-cm
- ln is the natural logarithm function

This calculation provides the resistance for one (1) anode set in the measured average soil resistivity. The resistance to ground of the pipe is also calculated in the worksheet. Both the theoretical current requirement based on 1.25 mA/Ft² applied to the 2.00% of bare steel pipe and the circuit resistance of the pipe and anodes are calculated in the worksheet. The number of anodes to be installed is a variable input in the worksheet that determines total anode circuit resistance based on parallel resistance theory. The check in the design calculation worksheet indicates that the comparison of theoretical current compared to the field-tested circuit resistance, (as determined by the number of anodes to be installed), is between 0 and 25% and is in agreement.

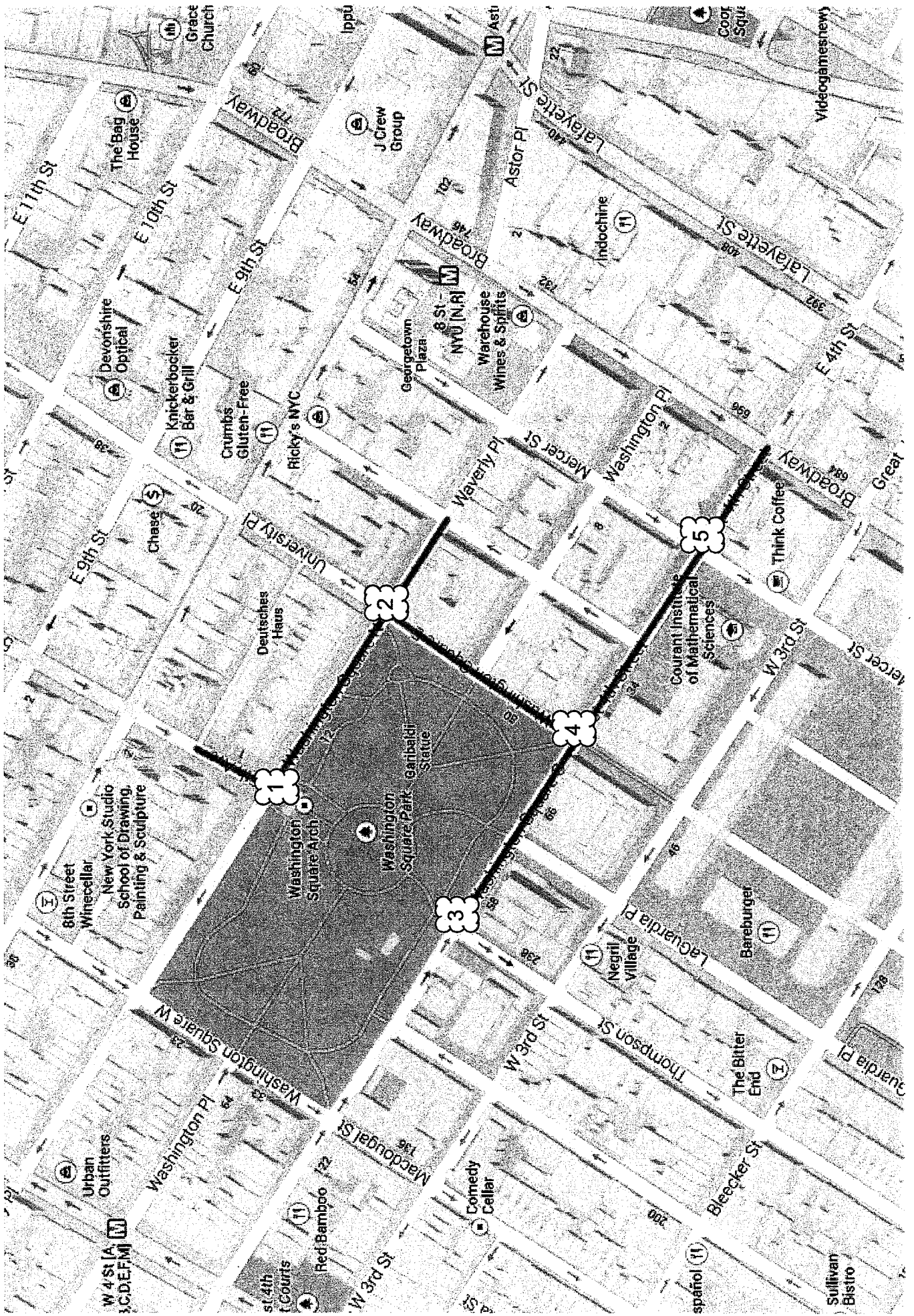
The final total anode current output value is used to calculate the life of the anode system based on the magnesium anode consumption rate and 50% utilization. The life expectancy of anodes on these cathodically protected piping segments is in excess of 100 years.

Appendix I

Soil Resistivity and Stray Current Test Results

Client: NY DDC - Task Order 008 Job Number: 7559
 Project: MED 608- Washington Square Date: 2/26/2014

Location	Resistivity (ohm-cm ²)	Description	Soil Type
1	45,000	Washington Square North and 5th Avenue in park	Grass
2	50,000	Washington Square North and Washington Square East in park	Grass
3	60,000	Washington Square South and Thomas Street in park	Grass
4	50,000	Washington Square South and Washington Square East in park	Grass
5	60,000	West 4th Street and Mercel Street in park	Grass
<u>AVG.</u>	<u>53,000</u>	<u>(ohm-cm²)</u>	



120 f 17

NY DDC
MED 608
TASK ORDER 008A
CORRTECH JOB NO. 7559

STRAY CURRENT CHART 1
TEST DATE: 2/26/2014

LOCATION: Washington Square Park
Manhattan, New York, New York

TEST: Washington Square Park North between 5th Ave. and
University Pl. Two (2) portable reference electrodes spaced 100 ft
apart from each other and monitored for 10 minutes.

= -0.152 volts



/g = -0.000 volts

ART TIME: 9:51am

PLOT: 10 mV/in
PLOT: 100 mV/in
WEEP 50 sec/inch

END TIME: 10:01am

STRAY CURRENT CHART 2
TEST DATE: 2/26/2014

NY DDC
MED 608
TASK ORDER 008A
CORRTECH JOB NO. 7559

LOCATION: Washington Square Park South
Manhattan, New York, New York

TEST: Washington Square Park South between Macdougall St. and
Thompson St. Two (2) portable reference electrodes spaced 100 ft
apart from each other and monitored for 10 minutes.

$V_g = -0.202$ volts



$V_g = -0.000$ volts

START TIME: 10:20am

X PLOT: 10 mV/in

Y PLOT: 100 mV/in

SWEEP 50 sec/inch

END TIME: 10:30am

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Appendix II

Cathodic Protection Design Worksheet, 1 Segment

CorrTech Inc., Groundbed Design Worksheet
 NYC DDC Water Trunk Main Cathodic Protection
 CorrTech: Task order No. 008A, Job No. 7496

Client: NYC DDC Project: MED608
 Date: 4/22/14 Task Order: 008A
 Description: 1,850 ft of 48-in and 250 of 36-inch steel pipe
 Segment: 1

Structure Calculations		ENTER	SURFACE AREA
Length of pipe	ft	1,850	23,236 ft ²
Diameter	ft	4	
Length of Ppipe	ft	250	2,355 ft ²
Diameter	ft	3	
			25,591 ft ²

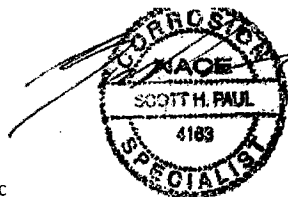
Circuit Calculations			
Soil Resistivity (ohm-cm)		53,000	
Coating Quality (% bare)		2.00%	
Pipe Surface requiring protection		511.82	FT2
Pipe electrically isolated (yes/no)		yes	
Coating quality OHM-FT2		25000	
Pipe to Earth Resistance		0.98	OHM
Theoretical Current Required (ma/ft ²)		1.25	
Theoretical Current Requirements		0.6398	AMPS 0.307092

Anode Parameters		Individual anode resistance	
Anode Type	Magnesium anode, prepackaged	20.62 square of S2+L2 factor	
Anode Weight (lbs)	20	55.12 resistivity x .0052 factor	
Anode Diameter (feet)	0.31	1.91 log value	
Anode Length (feet)	5.00	180.70 Horizontal anode resistance	
2 time anode depth (feet)	20	212.02 Vertical anode resistance	

Circuit Resistance Current Requirements			
Anode Resistance to Earth	plug in Resistance value	180	OHMS
Driving Potential (v)		0.85	VOLTS
Individual anode output		0.005	AMPS
Number of anodes to be installed		300	
Total circuit resistance		1.58	OHMS
Current output of system		0.5390	AMPS
Consumption Rate (lb/A-yr)		17.00	

Anode life based on anodes to be installed **327.39 YEARS** considers 50% anode efficiency

Design conforms to the following standards:
 National Association of Corrosion Engineers (NACE)
 Standard Recommended Practice SP 0169 latest revisic



Client: NY DDC
 Project: MED608 - TASK ORDER 008A

Job Number: 7559
 Date: 2/26/2014

Shaft No.	Drawing	Contract	Location	Pipe Diameters (in)	Pipe Length (ft)	Gnd beds	Anodes	Ref. Cells	Rebar
SEGMENT 1	MED608 - CP-1	MED608	5th Avenue and Washington Square	48" STEEL	1850	11	880	11	11
				36" STEEL	250				
				TOTAL 48-INCH DIA	1850				
				TOTAL 36-INCH DIA	250				
TOTAL						11	880	11	11

CorrTech Inc.
 Client
 Project
 Contract
 Prepared

Task Order 008
 NY DDC
 TRUNK MAIN Manhattan, Washington Square Park, extending to the intersection of West 4th St. and Broadway Avenue
 Washington Square
 MED 608
 5/19/14

Quantity and Cost Estimating

TOTAL-FURNISH AND INSTALL CATHODIC PROTECTION \$127,544.89

Item No	Description	Quantity	Measure	Unit Price Materials	Sub Total mtl's	Unit Price Installation	Sub Total inst	Total
1	20-pound high potential magnesium anodes	300	each	\$170.00	\$51,000.00	\$120.00	\$36,000.00	\$87,000.00
2	Stuart Steel Type S Splice Kit	150	each	\$23.00	\$3,450.00	\$50.00	\$7,500.00	\$10,950.00
3	AWG 8 HMWPE header cable	6,000	feet	\$0.52	\$3,120.00	\$1.00	\$6,000.00	\$9,120.00
4	AWG 10 THWN, Red, White	1,100	feet	\$0.38	\$418.00	\$1.00	\$1,100.00	\$1,518.00
5	AWG 10 THWN, Red, Blue, Green,	0	feet	\$0.38	\$0.00	\$1.00	\$0.00	\$0.00
6	Thermite welds, CA-15	40	each	\$2.80	\$112.00	\$50.00	\$2,000.00	\$2,112.00
7	Copper-copper sulfate reference cells w/50-ft THWN 12 yellow	11	each	\$422.00	\$4,642.00	\$50.00	\$550.00	\$5,192.00
8	Counter electrodes w/50-ft AWG 12 THWN Purple	11	each	\$40.49	\$445.39	\$50.00	\$550.00	\$995.39
9	Bumdy KS-17 Copper Split bolts (for anode splicing and test stations)	170	each	\$3.50	\$595.00	\$25.00	\$4,250.00	\$4,845.00
10	3M Supper 88-Black Electrical Tape (used with splice kit)	30	each	\$5.00	\$150.00	\$0.00	\$0.00	\$150.00
11	3M 130 C Rubber Tape (used with splice kit)	30	each	\$5.00	\$150.00	\$0.00	\$0.00	\$150.00
12	Cans 3M scotchkote electrical coating FD (used with splice kit)	12	each	\$50.00	\$600.00	\$0.00	\$0.00	\$600.00
13	Royston Handi-Caps (cover thermite weld)	30	each	\$4.25	\$127.50	\$0.00	\$0.00	\$127.50
14	Test station housing (supplied by NYC DEP)	11	each	\$250.00	\$2,750.00	\$150.00	\$1,650.00	\$4,400.00
15	Acrylic Tags for Labeling Test Stations	11	sets	\$25.00	\$275.00	\$10.00	\$110.00	\$385.00
					\$67,834.89		\$59,710.00	\$127,544.89

1 of 1

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN**

ADDENDUM NO. 3

DATED: August 26, 2014

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

GAS COST SHARING (EP-7) STANDARD SPECIFICATIONS

**EP-7 GAS COST SHARING
STANDARD SPECIFICATIONS**

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I - NOTICE TO ALL BIDDERS; GAS COST SHARING WORK

All prospective bidders are hereby advised that, pursuant to the "Gas Facility Cost Allocation Act", ("the Act"), the City of New York has entered into an agreement ("the Agreement") with the gas companies (Con Edison or National Grid (formerly KeySpan Energy Delivery)) operating in their respective areas of the City to "share" the cost of facility relocation and/or support and protection of facilities disturbed by proposed water and/or sewer and related City work specified in this contract. Therefore, bid items, specifications and estimated quantities for the incremental costs of support and protection of certain gas facilities have been included in this contract. The low bid for this contract shall be determined by examining each bid for all work to be performed under this contract including any work of support and protection of gas facilities to be performed. The Contractor shall not seek additional compensation from gas companies except as specifically set forth in its contract.

II - GENERAL PROVISIONS; GAS COST SHARING WORK

1. General:

The Contractor shall perform City work with interferences from existing live and abandoned gas facilities. This shall be defined as utility work. Therefore, this contract includes bid items, specifications and estimated quantities designed to fully compensate him/her for the incremental costs of supporting, protecting, providing accommodations and, avoiding disturbing gas facilities located in the streets shown on the contract drawings. In the event that any other provisions of this contract related to gas facilities (or private utilities) conflict with these provisions, these provisions shall supersede and govern all work related to gas facilities owned by the companies operating in the project area. All utility work, as defined in these specifications, including changes and additions thereto shall be paid solely by the City except when specified otherwise in this contract. Contractor hereby agrees that the facility operator shall not be liable to pay him/her for any work performed including extra utility work. Contractor agrees that its bid prices include all compensation for loss of productivity and efficiency, idle time, delays (including any delays occasioned by negotiation of a contract change), change in operations, mobilization, demobilization, remobilization, added cost or expense, lost of profit, other damages or impact costs that may be suffered by or because of utility work, or the presence of gas facilities in the proximity of City work and that it will not seek additional compensation for these items. All disputes shall be resolved as specified in the contract.

Pursuant to the Act, Agreement, and the New York City Administrative Code, the gas company(ies) has been directed by the Commissioner and is required to perform all maintenance, repairs, replacement, shifting, alteration, relocation, and/or removal work that are not part of this contract. By having bid on this contract, the Contractor understands and agrees that the Commissioner has preasserted any right the City has to require, including the issuance of any directives or so called "order outs" under the New York City Administrative Code, any or all gas companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove all gas facilities that are about to be disturbed by the City contract work. The issuance of additional such directives during the performance of the contract work, where necessary in the sole judgment of the Commissioner, shall be initiated by such Commissioner as set forth in the relevant sections of the Act and Agreement. Contractor further agrees to insert such requirements as set forth herein above into any contracts with its approved subcontractors so that its subcontractors also understand and agree to such contract requirements.

2. Gas Interferences And Accommodations:

During the performance of sewer and water main work funded by the New York City Department of Environmental Protection (NYCDEP), as instructed by the Engineer, the use of any applicable contract bid item is allowed in order to resolve and accommodate all gas facilities interferences with such City work, including the removal of contaminated soil in associated trench excavation. This is in addition to the specified EP-7 bid items in the contract. Payment for such accommodation shall be funded by EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" (F.S. Fixed Sum). The value of such accommodation shall be computed by multiplying the appropriate unit prices bid to the quantity of work performed, as determined by the Engineer, and applying the total amount thus to be paid

to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS". When EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" does not exist, such additional accommodation work shall be at no cost to the City but shall be a matter of adjustment between gas facility operator and Contractor. Private facilities, other than gas, that become in interference due to gas interferences accommodations shall also be accommodated, if so directed by the Resident Engineer, at no additional cost to the City and, provided that its owner agrees to be responsible for all additional costs to Contractor, otherwise, such facility shall be ordered by the City to be maintained, shifted, relocated or replaced by its owner at his/her expenses.

2a. Water Main Accommodations:

When water main construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the vertical or horizontal alignment of water mains including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and laying offset fittings and pipes, etc., necessary in order to complete water main installation and, avoid gas interferences in the project area, including street intersections. Typical work method accommodations shall include, but not be limited to, pier and plate, installation of filter fabric and select fill, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of water mains standards and specifications.

2b. Sewer Accommodations:

When sewer construction is to be performed in this contract, Contractor shall be required, if warranted by field conditions, and at locations designated by the Resident or Borough Engineer, to change the horizontal alignment of sewer facilities (if possible) including but not limited to all additional labor, material, work method accommodations, furnishing, delivering and construction of additional manholes or modification of manholes/catch basins, extending chute connections, house connections, using alternate materials and methods, poured-in-place structures, etc., necessary in order to complete sewer installation and, avoid gas interferences in the project area, including street intersections. The term sewer facility shall include, but not be limited to, all sewer pipe and appurtenances, manholes, catch basins, catch basin chutes, etc. Such work shall be performed as directed by the Engineer and in accordance with contract specifications and latest edition of sewer standards and specifications.

3. Quantity Overruns, EP-7 Funded Bid Items:

No quantity overrun, in excess of one hundred twenty five (125) percent, shall be permitted for EP-7 funded bid items (gas) included in this contract, except when Resident Engineer determines that such overruns are caused by field modifications to planned City work, or approved construction methods, or contract scope changes. Overruns not paid by City shall be negotiated and paid to Contractor by gas facility operator who then shall be entitled to reimbursement by NYCDEP under established cost sharing procedures.

4. Changes And Extra Work:

This section is not applicable to work defined under "Emergency Reconstruction Contracts" or so-called "Where and When Contracts" since these projects, by definition, inherently encounter unanticipated gas facilities and cannot be pre-engineered. In all other cases, any contract changes proposed for City work shall also cover and include all associated changes to support and protection of gas facilities affected by such changes to City work. In all other cases where the Contractor finds that City work cannot be performed as planned and specified and/or, as approved because of a need to support, protect and/or alleviate interferences from gas facilities that were not listed and/or shown, or incorrectly shown in contract plans and specifications, he shall immediately notify the Resident Engineer and the facility operators' representative of his findings. Resident Engineer shall promptly examine such claims and determine whether or not such work is covered by contract bid items and /or specifications (contract bid items and specifications shall include city contract items as well as EP-7 items). The Resident Engineer shall also examine the claim to determine if the application of EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" is appropriate to resolve the claim. If upon examination, the Engineer determines that such field conditions were unanticipated (not shown and/or listed, or incorrectly shown in contract documents) and are not covered by bid items and contract specifications, he shall then direct the Contractor and the affected facility operator to negotiate the cost of supporting and

protecting, and/or alleviating the impact on City work caused by such unanticipated gas facilities with each other with the understanding that the performance of City work shall continue during negotiations. If a cost agreement is reached, the Contractor and facility operator shall adjust such costs between themselves at no additional costs to the City contract. If the Contractor and affected facility operator do not reach an agreement concerning the price to be paid for the extra work within five (5) business days of the Engineer's directive to engage into such negotiations and, after considering: public safety and inconvenience, requirements of laws and regulations applicable to private utilities, integrity of all utility systems, including but not limited to sewer and water, gas, electric, telephone and, cable TV facilities, sound engineering practices, cost (long and short term) to all affected parties, and potential City work delays, then the Resident Engineer, depending on nature and severity of interferences with City work, shall either, direct the facility operator to relocate or replace its facilities at its own discretion and cost, reimbursable by NYCDEP under established gas cost sharing procedures or, direct the Contractor to perform the utility work on actual time, material and equipment costs basis pursuant to relevant contract requirements and amendments. Contract bid prices for any applicable items of work involved shall be applied, or converted to an allowance for time and material charges. Changes shall be for affected portions of utility work and, shall be processed with EP-7 funds.

5. Excavation:

All excavators shall notify the NYC/LI One Call Center at 1-800-272-4480 at least two (2) working days, not including the day of the call, but not more than ten (10) working days in advance of the start of any excavation work. The gas company(ies) will mark out its facilities within the project limits and provide Construction Inspector(s) during all excavation work in close proximity (within twelve (12) inches) to gas facilities. The Contractor shall exercise extreme caution when excavating in the vicinity of any gas facilities. Hand excavation shall be performed within twelve (12) inches of gas facilities. The Contractor prior to excavating underneath these facilities shall adequately support all gas facilities. Standard support details for gas facilities have been included in the specifications. Any damage to gas facilities shall be reported immediately to the gas company(ies). The Contractor shall be responsible for all cost associated with repairs made necessary by damages caused by his operations.

6. Backfilling And Street Restoration:

Backfilling operations and street restorations shall be in accordance with contract requirements.

7. Non-Responsive Bids:

Every gas (EP-7) bid item has a suggested "Not less than" value per unit indicated on contract bid sheet. Bids resulting in cost of less than suggested for EP-7 items are hereby prohibited and if submitted shall be considered NON-RESPONSIVE.

8. Minimum Clearances:

Clearance requirements for City work shall govern and supersede any clearance requirement of gas facility operator. Therefore, a minimum of twelve (12) inches clearance between private utilities and City water mains, sewers or related structures to be installed in this contract shall be maintained. When this clearance is not attainable, the Resident Engineer may allow a minimum of four (4) inches clearance. With less than twelve (12) inches clearance a neoprene/polyethylene shield (to be provided by facility operator) shall be installed as part of all work item specifications. However, if Resident Engineer determines that City work cannot be performed within allowable clearance and no reasonable City accommodation (no-cost change to City work) is possible, the City shall direct the facility operator to remove, relocate, shift, or alter their facility(ies) pursuant to the New York City Administrative Code.

9. Work By Facility Operator:

The facility operator may find it necessary to perform the following types of work during performance of City work: accommodating a contractor's request for gas facilities modifications (in order to facilitate City contractor's proposed construction method) or, remedial and emergency work on gas facilities proper with their own resources and materials if an approved method of construction for City work causes unanticipated disturbances to gas facilities or, replacing defective gas facilities when they are exposed by the Contractor and their actual conditions are observable by the facility operator. Also included in the above category of defective gas facilities are: the presence of environmental contaminants attributable to

the gas facility in or around gas facilities. If such work is deemed required by the facility operator or if facility operator is directed by the City to address such deficiencies at any time during the course of construction, the Contractor shall modify the construction schedule at no cost to the City and allow the facility operator five (5) business days to perform such work without interferences. Additional costs to the facility operator (in cases of accommodations) or, Contractor (in cases of defective gas facilities) due to such gas work, if any, shall be the responsibility of the parties involved and not of the City. Such costs shall be a matter of adjustment between the Contractor and the facility operator.

10. Materials Furnished By Facility Operator:

It shall be the Contractor's responsibility to inspect material to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional costs to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

11. Liability And Insurance:

Notwithstanding the provisions of this contract, the existing division of liabilities to third parties shall remain the same as between the City and the company. Therefore, it is specifically agreed by the City, company and Contractor (by bidding on this contract) that for the purpose of any liabilities to third parties, that the City contractor performing work directly and physically relating to gas company facilities in this project, shall be deemed an agent of the company and not an agent of the City, the New York City Municipal Water Finance Authority, or the New York City Water Board. Contractor shall include the company as an additional insured on all insurance policies maintained to comply with the City's insurance requirements.

12. Width And Depth Of Excavation:

Contractor shall not be authorized to deliberately change trench or excavation widths and/or depth specified without Engineer's approval. Enlargement of any side of excavation up to eighteen (18) inches beyond pay limits (or inside face of sheeting) requested by the Contractor for the installation of certain types of sheeting may be granted. However, such enlargements or those greater than allowable shall not be approved when, in the sole judgment of the City, field conditions allow the water mains and sewer work to be performed within the limits specified and, the sole purpose of such enlargement request is to impact adjacent utilities (public or private) whose support and protection are part of this contract. Any approval shall be given at no additional cost to the City contract, including EP-7 funding, and all costs associated with unauthorized enlargements shall be the sole responsibility of the Contractor.

13. Depth And Crossing Angles Of Gas Facilities:

Where gas facilities are shown (or specified as) crossing proposed alignment of sewers, water mains, catch basins and chute connections or any other proposed excavations at specific angles (as measured off plans or sketches or specified in contract), it shall be understood that actual field measurements may deviate (plus or minus) forty-five (45) degrees from those shown or specified. The cover, or depth from street surface to top of facilities, shall be as shown or specified in contract documents, no deviation is to be assumed. Where gas facilities are not shown on contract documents, but their support and protection are otherwise included in this contract then, all references to facilities crossing at "various angles and depth" in the gas sections shall mean that such facilities are crossing sewer, water, catch basin and, catch basin chute, and other excavations at a ninety (90) degree angle to the proposed sheeting line or side of excavation (for unsheeted trenches) with an allowable deviation of forty-five (45) degrees in any direction, except for catch basin chute excavation where the allowable deviation shall be sixty (60) degrees. Where the cover is not noted or specified, the bottom face of such facilities shall be assumed to be crossing catch basin chutes at a depth of three (3) foot eight (8) inches or less from the street surface. Paragraph No. 2 above shall apply in cases of distribution water main construction. Appropriate bid items and specifications are provided for cases where angle and depth are greater than stated above. This section also applies to work defined in "Emergency Reconstruction Contracts" or so-called "Where and When Contracts". These contracts are not pre-engineered and consequently have no drawings, sketches or determined locations and so, gas facilities encountered will be crossing existing and proposed sewer, water, catch basin/catch basin chutes and all appurtenances at various angles and depths.

14. Maintenance Of Traffic For Gas Work:

All work pertaining to gas bid items and specifications shall be performed within the contract maintenance of traffic plan as specified in the contract document. The bid price for the Maintenance and Protection of Traffic shall cover all work pertaining to gas items. The City shall make compensation for additional maintenance and protection of traffic items in connection with gas item of work only when such additional work is deemed reasonable and necessary by the Resident Engineer and is approved by him prior to its performance.

15. Relocated Gas And Temporary Systems Installation:

In cases where the Contractor is allowed to select the location for temporary construction such as, installation of dewatering headers, wells, well points, etc., he shall not disturb any gas facilities shown on sketches provided in this section. The only exception shall be, if the affected gas company agrees to such relocation and provided that the cost of such relocation is a matter of adjustment between the company and Contractor, and at no cost to the City.

16. Role Of Company Inspector:

In any case in which the City elects to perform some or all support and protection work with its own employees, personnel or contractors, the facility operator shall provide onsite inspectors to approve and certify such support and protection work (exclusive of City accommodations) performed by the City's own employees, personnel, and contractors. Facility operator's inspectors are not authorized to direct City contractor during the performance of contract work. They shall act through the City Resident Engineer and provide him/her required approvals and certifications, prior to preparing partial payments of EP-7 items, in a format and frequency to be prescribed by the appropriate City Head of Construction.

17. Coordination With Gas Company:

The Contractor shall be required to notify the gas company(ies), in writing, at least two (2) weeks prior to the start of final paving in order to allow companies to complete any unfinished gas work located within the area to be paved. Every effort shall be made to maintain gas service with minimum inconvenience to the public.

III - TECHNICAL SECTION

SECTION 6.01 - Trench Crossings; Support And Protection Of Gas Facilities And Services.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, and incidentals required to support and/or protect the integrity of gas mains, services and appurtenances of any sizes, configurations, and operating pressures crossing trench excavations above subgrade for planned construction of sewers and water mains facilities. A gas service shall be defined as a gas pipe of three (3) inches in diameter or less branching from the main to a customer pick up point or property valve box. A gas main may be any size pipe that is part of a distribution or transmission network other than services described above. Crossings shall be defined as gas facilities spanning the width of excavation (one side to the other side). These crossings may be at various angles and depth as shown on "Gas Cost Sharing Work Standard Sketches Nos. 1 and 1A", and as specified in "General Provisions; Gas Cost Sharing Work Paragraph No. 13" and, at the locations shown or listed in contract documents. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with contract specifications, plans, and at the directions of the Resident Engineer in consultation with the authorized representatives of the facility operator.

2. Method Of Construction:

- A. Protection: In general, the gas facilities shall be protected as required by New York State Industrial Code 753. In particular, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) directly below the pavement base to expose the gas facilities (marked out by facility operators) and to ascertain the clearances and cover of the facilities with respect to the proposed excavation. Upon exposing the affected facilities sufficiently, at the discretion of the Resident Engineer, to ascertain the foregoing, Contractor shall be permitted to proceed with a combination of hand and machine excavation, as appropriate, outside a zone of protection whose limit shall be defined as a perimeter located twelve (12) inches from the outside face of each gas facility crossings (See "Gas Cost Sharing Work Standard Sketch No. 2"). If the facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained, and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07, and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".
- B. Support: Gas mains or services crossing excavations equal or less than four (4) feet wide are generally self supporting, unless field conditions as determined by the Resident Engineer require otherwise. The support requirements for gas mains and services crossing excavations greater than four (4) feet wide shall be as shown on the attached "Gas Cost Sharing Work Standard Sketch No. 1" and Contractor shall use sheeting methods that permit the maintenance of gas facilities in their existing locations and configurations. Alternate methods equivalent to those shown on the sketch or accommodations by the facility operator proposed by the Contractor in order to facilitate the execution of the specified work shall be allowable, provided that prior approval is obtained by the Contractor from the Engineer and the facility operator. The support and protection of gas facilities crossings shown on plans, drawings, listings or otherwise identified in this contract shall not be circumvented with the issuance of so called "order outs".

3. Method Of Measurement:

The Contractor shall be paid for supporting and/or protecting gas facilities crossing trench excavations under the appropriate bid items covered by this section. The Contractor shall be directly responsible to the facility operator for the total cost of using any alternate method requiring the use of resources owned by the facility operator. Regardless of the method used, the City shall pay the bid price for the appropriate support and/or protect item of work. The average rate charged by the facility operator for alternate support and protection work such as, disconnecting and reconnecting gas services is listed in attached "Schedule GCS-A".

4. Payment Restrictions:

These items shall not be paid for: gas services crossing unsheeted water main trench excavation; abandoned gas main/services identified by facility operator; gas mains/services crossing trench excavations for fire hydrant branch connections pipes, catch basins and/or chutes (sewer drain pipe), house sewer and/or water services; gas facilities encroaching any face of excavation for sewer and/or water construction, all of which are covered under other contract sections. Also this item shall not be paid for new gas mains and services crossing water trenches when trenching for such new facilities has been performed by the Contractor in common with trench excavation for City work (overlapping trench limits). The cost of supporting and protecting such gas facilities crossings shall be deemed included in the cost of trench excavation for the new gas facilities. This payment restriction shall apply even if such common trench gas excavation is not part of the contract. The prices bid for items covered by this section represent full compensation to Contractor to completely perform the work described. No other bid items shall be combined with these items in order to pay for gas main and/or services crossing excavations specified herein.

5. Method Of Payment:

Each (Ea.) gas facility crossing trench excavation as described in these specifications shall be counted for payment.

6. Price To Cover:

The cost of timber/steel supports installed for gas facilities shall be included in the bid price. The bid price for each crossing shall also cover all additional supervision, labor, material (except those provided by the facility operator), equipment and insurance necessary to completely maintain the gas facilities without disruption of service to the customers and in accordance with contract plans, specifications and facility operator standards. The price shall also include: changes of method of operations; sheeting modifications where necessary to accommodate the gas facilities crossings; installation and removal of water pipe under gas facilities (so called "snaking"); extra care during excavation (including hand excavation under existing single and multiple gas facilities); extra backfilling and compaction around, over and under gas facilities; installation and removal of sheeting around gas facilities; associated maintenance and protection of traffic; barricades; and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance, and incidentals for the extra excavation associated with the installation of catch basin sewer drain pipes (chute) under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents and also, for the support and protection of these facilities during associated excavation and backfill operations. The gas company operating in the area, (facility operator), owns these facilities.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation is required when catch basin sewer drain pipes are installed at an upstream invert depth lower than four (4) feet (up to a maximum of six (6) feet) from the proposed pavement grade because the bottom faces of interfering gas mains and appurtenances are located at a depth greater than three (3) foot eight (8) inches from proposed pavement surface (See "Gas Cost Sharing Work Standard Sketch No. 4").

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered starting from catch basin structure proper and that prevents the installation of the chute connection at an upstream cover less than or equal to three (3) feet or any other minimum cover required to avoid City facilities (e.g. water, sewer, etc.) as directed by the Resident Engineer.

4. Payment Restrictions:

This item shall not apply and related bid item shall not be paid in cases where:

- A. Upstream invert chute is more than six (6) feet deep because of gas facilities.
- B. Chute cannot be installed above existing gas facilities because of interferences with other private facilities that are not otherwise covered under this contract, regardless of upstream invert depth.

The above cases shall be at no cost to the City, but shall be a matter of adjustment between the Contractor and the facility operator(s).

5. Price To Cover:

The bid price shall cover the additional cost of all additional supervision, labor, materials, equipment and insurance, to complete the installation of catch basins and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities; backfilling and all other items necessary to perform all work incidental thereto including: installation and removal of drain pipe under gas facilities ("snaking"); widening of trenches to facilitate the above work; subsequent additional

backfill and pavement restoration; modifying precast catch basin window to accommodate connection; changing sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work. The price shall not include removal of ledge rock and/or excavation of boulders in open cut.

SECTION 6.02.1 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Upstream Inverts Greater Than Six (6) Feet.

1. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals for the extra excavation of catch basin chutes where the upstream invert is greater than six (6) feet under gas facilities of various sizes crossing the trench excavation at various angles and depth at the locations shown in the contract documents or as determined by field conditions and also, for the support and protection of these facilities during the associated excavation, sheeting and backfilling operations.

2. Method Of Measurement:

The bid price shall be per location (Each) where extra excavation and sheeting is required when the catch basin chute installed at an upstream invert depth lower than six (6) feet from the proposed pavement grade because the bottom faces of the interfering gas mains and appurtenances are located at a greater depth than three foot eight inches from the proposed pavement surface only.

3. Method Of Construction:

Incremental cost responsibility for chute excavation is determined by the first private facility encountered during such excavation when initiated from catch basin structure and that prevents the installation of the chute at an upstream cover less than or equal to three (3) feet or any other cover required to avoid City facilities as directed by the Resident Engineer.

4. Payment Restriction:

This item shall not apply and related bid item shall not be paid in cases where:

Upstream invert chute is less than or equal to six (6) feet deep because of gas facilities. Section 6.02 shall be paid.

5. Price To Cover:

The bid price shall cover the additional cost of all supervision, labor, materials, equipment and insurance to complete the installation of catch basin and associated sewer connections in accordance with the contract plans and specifications. The price shall include: excavation by hand around and under single and multiple gas facilities; locating, supporting and protecting gas facilities incidental thereto; widening of trenches to facilitate the above work; subsequent additional backfilling and pavement restoration; modifying pre-cast basin window to accommodate connection; the installation of catch basin with deeper sumps as specified; additional sheeting and changes in sheeting method and configuration to accommodate gas facility crossings; maintenance and protection of traffic; barricades; and installation of traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.03 - Removal Of Abandoned Gas Facilities. All Sizes.

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services, or appurtenances thereof, located within the street shown on the contract plans, owned by gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or

furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any resulting from this choice shall be a matter of adjustment between the Contractor and facility operator only, and at no cost to the City.

3. Restrictions:

The facility operator shall be solely responsible for its contaminated gas facilities, surrounding contaminated soil and their disposal and abatement procedures, unless contract bid items are applicable and provided for such work. In such cases, the quantity removed shall be charged to EP-7 bid item "UTL-GCS-2WS - GAS INTERFERENCES AND ACCOMMODATIONS" at the City bid prices.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment, and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, support and protection of such properties. The price shall also cover breaking, cutting, and/or burning of abandoned gas pipes and their disposal from the site; sealing open ends remaining in the excavation with concrete or caps (caps to be provided by the facility operator) and backfilling of the area where the pipeline has been removed with clean backfill. The price shall also include any required dump charges. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and restoration associated with abandoned gas facilities removal, all of which are covered under Section 6.06.

**SECTION 6.03.1 - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For National Grid Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, materials, equipment, insurance and, incidentals required for the removal of abandoned gas mains, services or appurtenances thereof, located within the street shown on the contract plans, owned by the gas company operating in the project area (facility operator), used or to be used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural or manufactured or mixture of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distributing or furnishing of gas in enclosed containers. Such removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap and so, may require special handling and disposal methods as specified in National Grid Standard Operating Procedure 12-2, Coal Tar Wrap Handling and 12NYCRR56.

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and, the Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities to be removed by the Contractor. However, the facility operator may prefer to make this test during performance of City work, in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost to the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Wrap then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The City Contractor shall excavate abandoned gas facility sufficiently, either in its entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or City structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractor's trench by authorized National Grid personnel who will remove the Coal Tar Wrap as per National Grid procedures. This work by National Grid personnel shall be performed in a timely fashion and shall not unduly impede the Contractor's progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. The Contractor at a site designated by the Contractor shall stockpile the removed pipe. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas pipeline removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the contract plans and specifications, including excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance and protection of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be provided by the facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor's excavation method, additional trucking and/or stockpiling costs.

**SECTION 6.03.1a - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap.
All Sizes. (For Con Edison Work Only)**

1. Description:

Under this section the Contractor shall provide all labor, material, equipment, insurance and incidentals required to prepare abandoned gas mains, services and appurtenances thereof located within the street shown on contract plans, owned by the gas company operating in the project area (facility operator), for removal due to interference with proposed City work. These abandoned gas facilities were, at one time, used for or in connection with or to facilitate the conveying, transportation, distribution or furnishing of gas (natural, manufactured or a combination of both) for light, heat, or power, but does not include property used solely for or in connection with business of selling, distribution or furnishing of gas in enclosed containers. Such preparation for removal shall include only abandoned gas facilities that interfere with (i.e. cause additional work) City work. These gas facilities may be coated with Coal Tar Wrap which may contain asbestos or PCB's and so, may require special handling and disposal methods as specified in Con Edison - ASBESTOS MANAGEMENT MANUAL, CHAPTER 6 - ASBESTOS WORK PROCEDURES, SECTION 06.04 - COAL TAR WRAP REMOVAL. For under 25' (feet) in length and an approved NYC-DEP variance for over 25' (feet).

2. Determination Of Operating Status Of Gas Facilities:

The Contractor shall notify facility operator, as required by New York State Industrial Code 753. Gas Facilities shall not be removed without the approval of the facility operator whose authorized representative shall certify in writing (specific facility or area wide facilities certification) and in a timely manner acceptable to the Resident Engineer that abandoned facilities are free of combustible gas and any other environmental contaminants prior to removal. The Resident Engineer shall rely on the facility operator's certification. The facility operator may request the excavation of test pits (See Section 6.07) for this determination ahead of City work and Contractor shall provide safe access, facilitate and permit facility operator to enter test pit excavations for the purpose of testing gas facilities. However, the facility operator may prefer to make this test during performance of City work in order to issue the above certification. This shall be permitted provided that it is agreed that additional costs, if any, resulting from this choice shall be a matter of adjustment between the Contractor and the facility operator only, and at no cost the City contract. Should such investigation result in the determination that the abandoned gas facilities do not contain Coal Tar Warp then the removal of said facilities shall be covered under separate item (See Section 6.03).

3. Requirements:

The Contractor shall excavate abandoned gas facility sufficiently, either in it's entirety, or at locations determined by Contractor to allow the removal of Coal Tar Wrap (if present on the abandoned gas facility) and to facilitate the safe extraction of manageable lengths of abandoned pipe without damage to adjacent facilities, utilities or city structures either parallel to or crossing above or below abandoned gas facility. The Contractor is to allow access to the designated cutting points within the Contractors trench by authorized Con Edison personnel who will remove the Coal Tar Wrap as per Con Edison and/or NYC-DEP approved procedures. This access shall conform to all applicable codes, rules & regulations. This work by Con Edison personnel shall be performed in a timely fashion and shall not unduly impede the Contractors progress and/or productivity. Upon completion of the coating removal, the Contractor shall be allowed to cut, burn or grind the gas facility and remove the section of abandoned pipe. Contractor shall designate a specific site to stockpile those removed pipes. The facility operator will be responsible to provide trucking and disposal services with its own personnel and shall remove the stockpiled pipes during off hours or during such time as agreed to by the Contractor. Since the pipe removed will remain the property of the facility operator and is to be disposed of by the facility operator, the facility operator shall be responsible for any required notifications, filings, dump charges and incidentals associated with the disposal of abandoned gas facilities found to contain Coal Tar Wrap.

4. Method Of Measurement:

Abandoned gas facility removal shall be measured for payment per linear foot of pipe and appurtenances removed.

5. Price To Cover:

The price shall cover all additional cost of supervision, labor, materials, equipment and insurance necessary to complete this work in accordance with the plans and specifications, including, but not limited to, excavation by hand around and under other City and facility operator owned properties and, where necessary, the support and protection of such properties. The cost shall also include hand excavation in the area(s) of proposed abandoned pipe cut(s), cutting and/or burning of abandoned gas pipes and stockpile of removed sections of abandoned pipe and associated maintenance of traffic, blocking and temporary fencing if required. The unit price shall also cover sealing open ends remaining in the excavation with concrete or end caps (end caps to be supplied by facility operator) and backfilling of the area where the abandoned pipeline has been removed with clean backfill material. This item does not include any type of extra excavation, backfilling, compaction, pavement removal and/or restoration (temporary and permanent) associated with abandoned pipe removal ("lost trench"), all of which are covered under separate Section 6.06. The price shall also include allowance for any loss of productivity by the Contractor due to required facility operator work to remove pipe coating and prepare pipe for cutting as well as any change in Contractor excavation method, additional trucking and/or stockpiling costs.

SECTION 6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors. (Street Repaving.)

1. Description:

Under this section, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to final grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in concurrence with authorized representative of the facility operator.

2. Materials:

The facility operator shall furnish and deliver all prefabricated hardware parts required. These include adaptors for the grade adjustment proper and new street hardware if existing ones are found to be defective, all in accordance with the facility operator standards and City rules and regulations. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Method Of Measurement:

The Contractor shall be paid for each six (6) inch round box and/or nine (9) inch square box adjusted to grade regardless of adjustment height requirements.

4. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and, material (except those to be provided by the facility operator), required to adjust each box to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities to be salvaged and returned to the facility operator and, all material transportation from the Contractor's material storage yard to the work site. In addition the bid price shall include "chipping" around existing box using appropriate means and methods where grinding is required.

SECTION 6.05 - Adjust Hardware To Grade By Resetting. (Road Reconstruction.)

1. Description:

Under this item, the Contractor shall provide all labor, supervision, materials, equipment, insurance and incidentals required to adjust to the proposed grade gas street surface hardware located within the contract area boundaries shown on the plans. The gas company operating in the area, (facility operator), owns these facilities. The work shall consist of either building up or lowering or resetting the casting by removing the existing frame and cover building up or decreasing the existing installation, replacing the frame and/or cover if damaged or worn out, as determined by the Resident Engineer, with a new frame and/or cover furnished by the owner, and setting the frame and cover to new elevation. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer.

2. Materials:

The facility operator shall furnish and deliver all new hardware parts required. The Contractor shall furnish materials such as mortar, bricks and concrete in compliance with contract requirements. At locations where high-early strength concrete is required under this contract to be placed adjacent to gas facilities, then the requirement for concrete shall be high-early strength complying with the current New York State Department of Transportation, Standard Specifications for Class F concrete. Existing castings may be replaced as required and deemed necessary by the Engineer and by City rules and regulations. The Contractor shall install the new castings of various sizes furnished by the facility operator. The Contractor shall notify the facility operator of the installation schedule at least three (3) business days before materials are required on the site and, shall provide off-loading services to the facility operator. Should the facility operator fail to deliver the necessary material according to any schedule mutually agreed upon by the Contractor and facility operator, the City shall not be responsible for any delays attributable thereto, nor for the failure of delivery of such materials. Such delays shall be a matter of adjustment between the Contractor and the facility operator. On project where material storage is not permitted on site, the facility operator shall deliver the required material to the Contractor's yard and it shall be the Contractor's responsibility to transport the material to the work site when needed for installation. It shall also be the Contractor's responsibility to inspect the materials to be installed by him, immediately upon delivery and advise the facility operator through its authorized representative, of all damaged materials. The Contractor at no additional expense to the City or the facility operator shall replace any material that is damaged or lost after the Contractor's inspection.

3. Methods Of Construction:

The Contractor shall remove and reinstall existing castings or install new castings to the proposed grade. Setting and resetting the castings shall be done with mortar and brick according to the standards of the facility operator. Work shall be performed in a workmanlike manner. Castings that are deemed unacceptable for resetting shall remain the property of the facility operator and he shall be responsible for their removal and proper disposal from site. No traffic shall be allowed on adjusted street hardware until permitted by the Engineer.

4. Method Of Measurement:

The Contractor shall be paid for each gas hardware adjusted to grade regardless of size or adjustment height requirements (up or down).

5. Price To Cover:

The unit price bid for this item shall include all additional labor, supervision, insurance, equipment and material (except those to be provided by the facility operator), required to adjust each gas hardware to grade as required in the contract plans and specifications. The bid price shall also include the removal of existing frames and covers from existing facilities; building up the existing installations with bricks and mortar, or lowering the existing installation by removing bricks and mortar; replacing damaged frames and/or covers with new frames and/or covers furnished by the facility operator; setting the frames and covers to the new elevations; protect existing installations; repair minor structural damages to existing installations prior to resetting frames; unloading of furnished castings at the Contractor's yard and transporting castings from the Contractor's yard to the job site as required; completing the work in

accordance with the contract plans, specifications and, at the directions of the Engineer. In addition the bid price shall include "chipping" around existing gas facilities using appropriate means and methods where grinding is required.

SECTION 6.06 - Special Care Excavation And Backfilling.

1. Description:

Under this section, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to support and protect the integrity of live gas facilities including mains, services, related structures and appurtenances during excavations. The gas company operating in the area, (facility operator), owns these facilities. The work shall be performed in accordance with the contract plans, specifications and at the directions of the Resident Engineer in consultation with authorized representatives of the facility operator.

2. Applicability Of Section:

This section shall apply to live gas facilities of various sizes located within two (2) feet of any face of unsheeted excavation, (unsheeted excavation refers to any excavation performed for city work and includes excavations performed that are to be subsequently sheeted using approved methods) and paralleling or, encroaching any face of excavation. Also, for crossings greater than forty-five (45) degrees and/or located at a cover depth greater than five (5) feet from existing street surface. Parallel facilities are not exposed at any time during excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). Encroaching facilities are partially exposed inside the limit of excavation (See "Gas Cost Sharing Work Standard Sketch No. 5"). This section shall also apply to gas facilities crossing catch basins excavation, and catch basins sewer connections (chutes) trench excavation only when extra depth (covered in other section), is not required for chutes installations because of such utilities interferences (See "Gas Cost Sharing Work Standard Sketch No. 3"). This section shall also apply to gas services (if shown or otherwise listed in contract documents) crossing unsheeted excavations for water mains, gas facilities crossing fire hydrant branch connections, house sewer and/or water service connections excavations. This section shall also apply for so called "loss trench", as described further, and for additional excavation (pavement and/or soil), backfilling, compaction, roadway base and pavement restoration due to abandoned gas facilities, only if removed by Contractor. If operating status of gas facilities cannot be determined prior to excavation then such facilities shall be considered live and this section shall fully apply. The excavation around fully exposed live gas facilities along and within limits of excavation (not crossings) shall be covered by this section also (not shown on "Gas Cost Sharing Work Standard Sketch No. 5"), however the support requirement, if any is required, of such facilities is beyond the scope of these specifications and therefore shall be the responsibility of facility operator to determine and prescribe, at no cost to the City contract, but shall be a matter of adjustment between the Contractor and facility operator.

3. Payment Restriction:

No special care excavation shall be paid for abandoned gas facilities paralleling and/or encroaching excavation and therefore are not in direct interference with City work. Except as allowed in this section, the bid item specified under this section shall not be used in combination with items covered under other sections for work done due to a particular gas facility. This item shall not be paid for new gas facilities when trenching for such new facilities has been performed by the Contractor of record in common with trench excavation for City Work (overlapping trench limits). The cost of excavating with care as defined in this section shall be deemed included in the cost of trench excavation for the new gas facilities. This restriction shall apply even if such gas common trench excavation is not part of the contract. If facilities are in direct interference with City work, meaning that "Minimum Clearances" described in "General Provisions; Gas Cost Sharing Work Paragraph No. 8" cannot be maintained and excavation has to be temporarily or permanently abandoned then this particular location shall become a test pit and dealt with as specified in Section 6.07 and "General Provisions; Gas Cost Sharing Work Paragraphs Nos. 2 and 8".

4. Method Of Construction:

All excavation in the vicinity of gas facilities shall be as required by NYS Industrial Code 753. Where these facilities are paralleling and located two (2) feet or less from the limits of the proposed excavation, the Contractor shall use hand excavation methods (pick and shovel or hand held power tools) to ascertain

the clearances of these facilities with respect to the proposed excavation. Once the location of these facilities with respect to the proposed excavation is verified to the satisfaction of the Resident Engineer, the Contractor shall then proceed with a combination of hand and machine excavation as required preserving the integrity of the facilities. The installation of timber supports or underpinning, when soil foundation cannot fully support partially exposed pipes, may be required to prevent pipe movement as directed by the Resident Engineer.

5. Method Of Payment:

The unit price for this work item shall be based on cubic yard (CY) of average excavation with care and, is to be considered as an incremental cost for performing City work with gas facilities interferences.

6. Method Of Measurement:

- A. For Paralleling Facilities: Volume calculated as: Depth as measured from existing street surface to the bottom of unsheeted trench excavation allowable by OSHA regulations, multiplied by, the width measured as one (1) foot from the face of excavation toward the center of excavation, multiplied by the length of parallel facility, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5"). The gas facility is no longer considered to be in interference once sheeting has been installed, therefore no further compensation for paralleling facilities as described above will be made.
- B. For Encroaching Facilities: Volume calculated as: Depth of trench excavation multiplied by, the width of partially exposed pipe plus one (1) foot, multiplied by the length of facility encroachment, divided by twenty-seven (27) cubic feet per cubic yard (See "Gas Cost Sharing Work Standard Sketch No. 5").
- C. Fully Exposed Gas Facilities: (Not shown on "Gas Cost Sharing Work Standard Sketch No. 5") along and inside trench and/or crossing trench at an angle greater than forty-five (45) degrees and/or a cover depth greater than five (5) feet from the existing street surface. The volume shall be measured as the depth of trench excavation multiplied by the distance measured along the sheeting line between two (2) points of intersections of the gas facilities and the sides of trench excavation, multiplied by the width of trench excavation.
- D. For Additional Excavation And Restoration Due To So Called "Loss Trench", When The Integrity Of Pavement And Soil Above And Around Existing Live Gas Facilities Cannot Be Maintained Due To Its Lack Of Cohesiveness: Volume shall be calculated as: Depth of unsheeted trench excavation multiplied by width measured as distance of facility from closest edge of unsheeted excavation plus, width of facility proper plus, one (1) foot or a maximum width of three (3) feet multiplied by length of facility fully exposed divided by, twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").
- E. For Facilities Crossing Excavation For Catch Basins, Or Chutes Installations (When NYCDEP Funded) Or Fire Hydrant Branch Connections, Or Unsheeted Water Main Trench, Or House Sewer And/Or Water Services: Volume calculated as: Depth as defined above multiplied by, the width taken as the outside diameter of pipe or the width of structure plus one (1) foot on either side (two (2) feet), multiplied by, the length of exposed facility crossing the trench, divided by twenty-seven (27) cubic feet per cubic yard (not shown on "Gas Cost Sharing Work Standard Sketch No. 5").

Overlapping volume dimensions measured as described above may occur when multiple facilities are paralleling excavations, encroaching excavations or crossing catch basins and catch basin chute installations. In such cases, all such facilities shall be counted as one limited by the extreme pipes, faces (See "Gas Cost Sharing Work Standard Sketch No. 2"). The volume shall then be calculated as described above.

7. Price To Cover:

The bid price shall also cover all additional supervision, labor, material, equipment and insurance necessary to excavate while protecting and maintaining (excluding supports for fully exposed live gas) gas facilities without disruption of service to the public and in accordance with contract specifications. The price shall also include, changes of sheeting method and excavation width configuration where necessary to accommodate gas facilities in their existing locations; difficulties during the installation of catch basins,

chute connections, hydrant branch, and house sewer and water connections under or over gas facilities; loss of productivity due to slower rate of excavation (special care) during excavation, including the use of such methods as: hand excavation around existing single and multiple facilities, extra excavation and backfilling due to lost trench because of existing and adjacent gas facilities, compaction, removal of sheeting from the facilities, extra roadway base restoration and temporary pavement, associated maintenance and protection of traffic, barricades, and traffic plates that may be required to temporarily close and/or complete the work.

SECTION 6.07 - Test Pits For Gas Facilities.

1. Description:

Under this section, the Contractor shall furnish all labor, materials, insurance, equipment and appliances necessary to excavate, sheet and, maintain test pits at locations approved by the Resident Engineer in consultation with the facility operator. Test pits shall be dug in order to ascertain exact locations, cover and invert elevations, clearances, alignment and operating status (live or dead) of existing gas facilities. The Contractor shall inspect jointly with the Resident Engineer and facility operator, gas facilities and other structures uncovered, take all relevant measurements and elevations as directed by the Resident Engineer. Tests to determine operating status of gas facilities shall be performed by facility operator. The pits shall be covered with steel plates during daytime nonworking hours, and uncovered, as required, until the inspection work is completed. Testing of gas facilities may require a maximum of four (4) hours. Then, the pits shall be backfilled with clean fill, and resurfaced with temporary pavement. All traffic shall be maintained and all safety measures as stipulated shall be complied with.

2. Methods Of Construction:

- A. **Excavation:** Existing pavement to be removed shall be neatly cut along lines of removal with a saw or other approved equipment which leaves a neat straight joint line along the juncture with subsequently replaced pavement. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. Use of hand operated pneumatic and electric jackhammers will be permitted only for breaking pavement and removal of masonry, concrete and boulders, or as otherwise directed by the Resident Engineer. The Contractor shall properly dispose of all materials excavated from test pits away from site. Test pits shall be excavated at locations shown on the contract drawings or as directed by the Resident Engineer. Additional test pits may be required and shall be excavated where required, as ordered by the Resident Engineer. All test pits shall be excavated to a depth and size necessary to locate the existing facilities. Sheeting shall be used when depth of excavation exceeds five (5) feet. The sheeting required shall be furnished and installed in full compliance with the State of New York and Federal Safety Codes requirements and as specified in contract, whichever is more stringent. Care shall be taken that no existing gas facilities or other structures are broken or damaged. All broken or damaged facilities shall be reported immediately to facility operator who shall decide whether such facilities shall be repaired or replaced by company forces or by City contractor and in conformance with "General Provisions; Gas Cost Sharing Work Paragraph No. 9". Contractor shall excavate all material encountered, including large masses of concrete, cemented masonry and boulders, as directed by the Resident Engineer. Any type of excavation protection used, shall satisfy the following:

- (a) Industrial Code Rule 753.
- (b) Prevent injury to workers and the public, and avoid damage to existing water, sewer, and gas pipes or other structures, and to pavements and their foundations, through caving or sliding of the banks of the excavation.

Should it become necessary, as determined by the Resident Engineer, to enlarge any test pit in any dimension after sheeting has been placed, the Contractor shall remove portions of the sheeting, as necessary, enlarge the test pits as directed, and replace the sheeting without additional compensation for this work other than for the additional volume of material excavated.

- B. **Maintenance Of Test Pits:** Excavated test pits shall be maintained free of debris and kept dry by the Contractor in order to permit the inspection and measurements and to determine the locations of facilities. In order to accomplish this, Contractor shall, upon completion of excavation and placement of sheeting (if depth greater than five (5) feet), furnish and install adequate steel plates and posting

over the excavated pits and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during nonworking hours. The Contractor shall then, at no additional cost, relocate such barricades, barrels, cones and other warning devices and remove steel plates, as and when directed by the Resident Engineer to facilitate the inspection of exposed facilities. When work is being performed and the pits are not covered with steel plates, the Contractor shall provide complete and safe access to the test pits as may be required, and he shall provide construction barricades and maintain traffic at all times as shown or as directed by the Resident Engineer. Upon completion of test pit inspection by the Resident Engineer, the pit shall be backfilled by the Contractor as specified in contract, except that backfill material shall conform to contract specifications for such purpose.

- C. Pavement And Sidewalk Restoration: After backfilling is completed, the Contractor shall construct a temporary pavement consisting of a minimum of four (4) inches thick asphaltic concrete mixture in roadway areas or a two (2) inches thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent pavement and sidewalk replacement is constructed as specified in contract.

3. Measurements:

The quantity to be measured for payment shall be the number of cubic yards of material removed from within the limits of the pit dimensions as directed by the Resident Engineer. The volume occupied by existing pipes or other structures remaining within the maximum payment lines will not be deducted from the total volume measured except, where the cross sectional area of these facilities exceeds four (4) square feet. As determined by the Resident Engineer, the quantity measured for payment may be proportionate to a fair and reasonable estimate of gas responsibility in the total volume excavated.

4. Price To Cover:

The contract price bid per cubic yard for test pits shall cover all additional costs of labor, material, insurance, equipment, appliances and incidentals required to excavate test pits, including removal and disposal of excavated materials, sheeting, steel plating, backfill, compaction and temporary pavement and sidewalk restoration all in accordance with the specifications and as directed by the Resident Engineer. The price shall also include the cost of providing safe access to the excavation by facility operator for the performance of certain test to determine operating status of gas facilities prior to City work. The price shall also include support and protection of all gas facilities crossing excavation, paralleling and/or encroaching any face of excavation.

GAS COST SHARING STANDARD SPECIFICATIONS
SCHEDULE GCS-A

Average rate charged by utility companies to Disconnect and Reconnect Gas Services:

1. National Grid - \$586.90 per Service/and Visit
2. Con Edison - \$524.00 per Service/and Visit

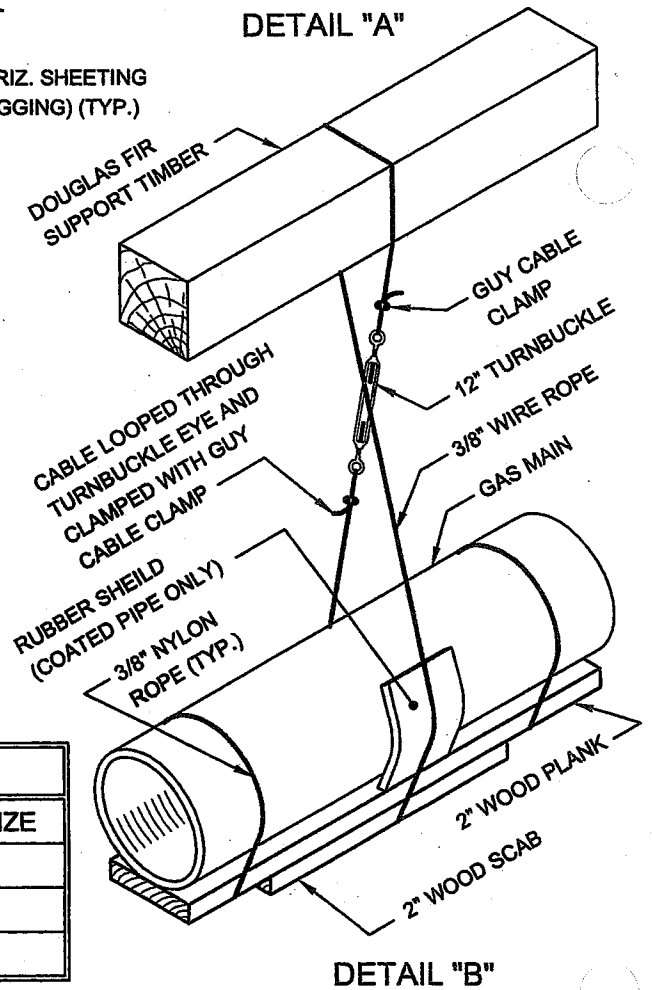
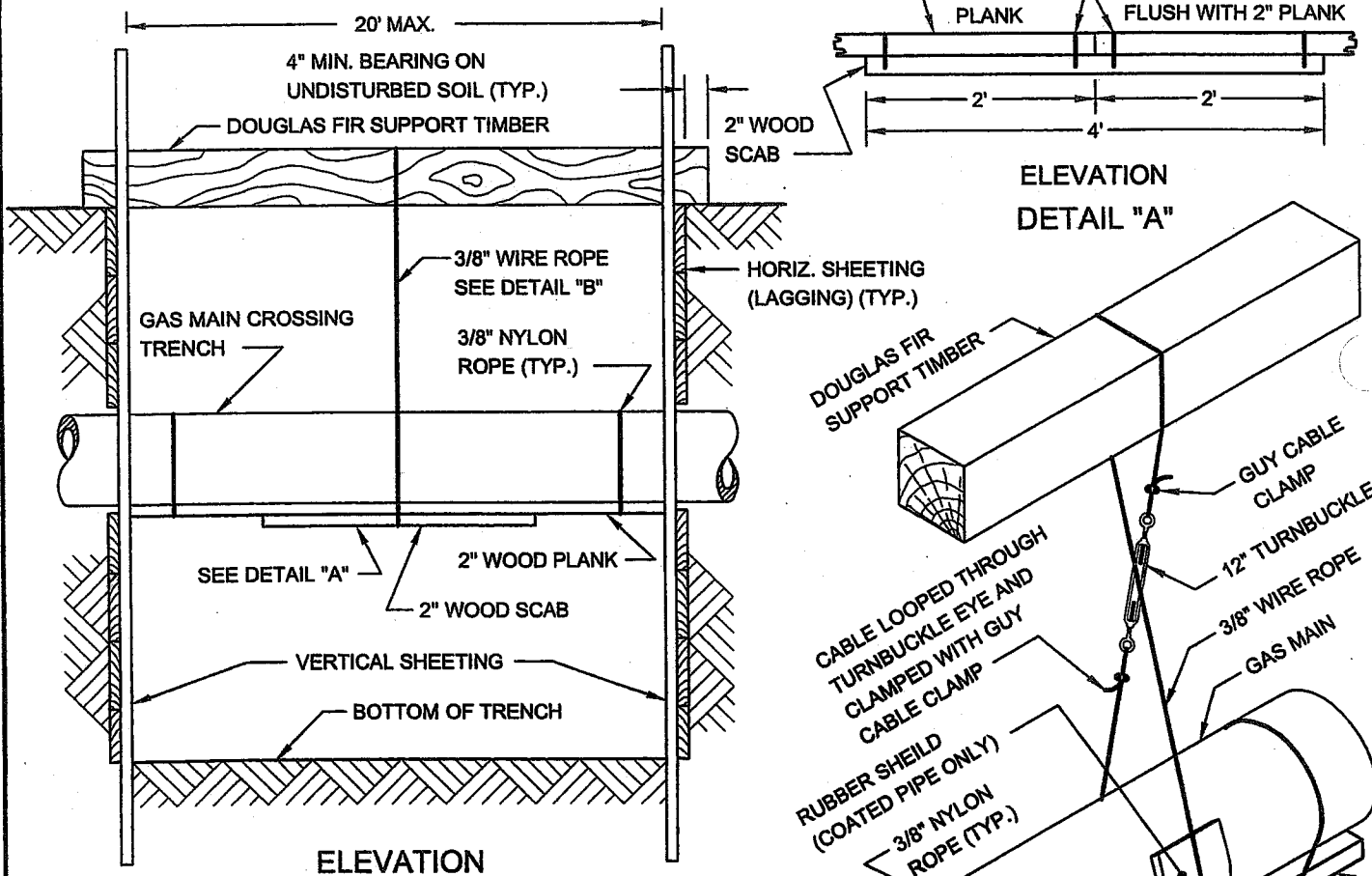
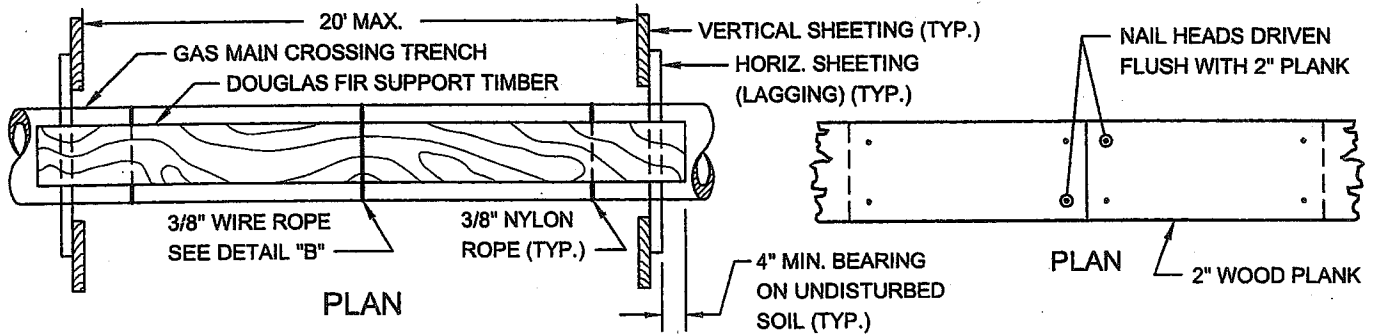
IV - STANDARD SKETCHES; GAS COST SHARING WORK

Hereinafter attached are the following Standard Sketches for Gas Cost Sharing Work:

- Sketch No. 1 - Support Requirements For Gas Mains And Services Crossing Excavation Greater Than 4' - 0" Wide At Any Angle
- Sketch No. 1A - Support Requirements For Gas Mains Over 16" Diameter Up To And Including 48" Diameter Crossing Excavation At Any Angle
- Sketch No. 2 - Typical Methods Of Measurement For Gas Crossings
- Sketch No. 3 - Utility Crossings During Catch Basin Chute Connection Pipe Installation
- Sketch No. 4 - Utility Crossings During Catch Basin Chute Connection Pipe Installation (Extra Depth)
- Sketch No. 5 - Gas Main Encroachment On And/Or Parallel To Excavation Of Unsheeted Trench

GAS COST SHARING WORK (SKETCH NO. 1)

SUPPORT REQUIREMENTS FOR GAS MAINS AND SERVICES CROSSING EXCAVATION GREATER THAN 4'-0" WIDE AT ANY ANGLE

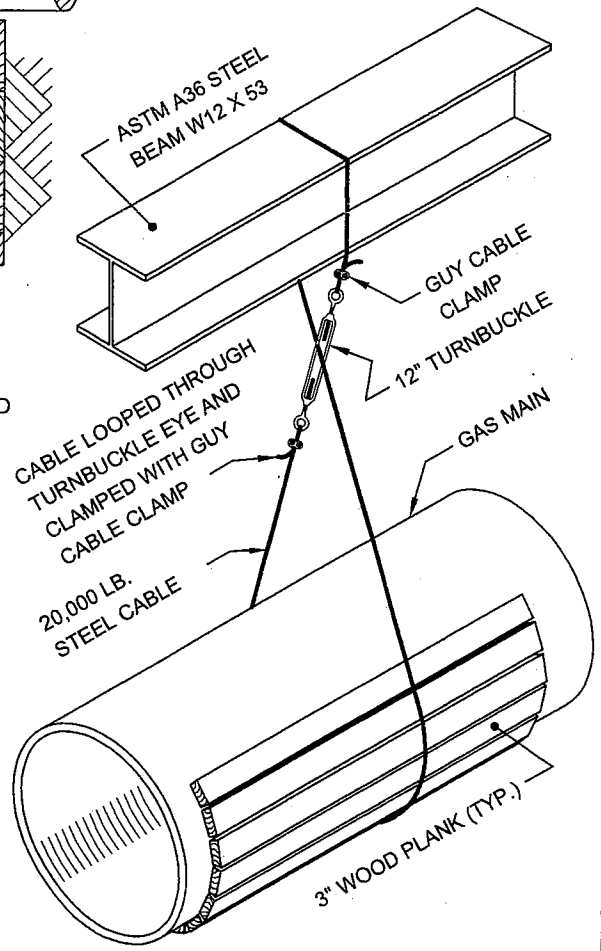
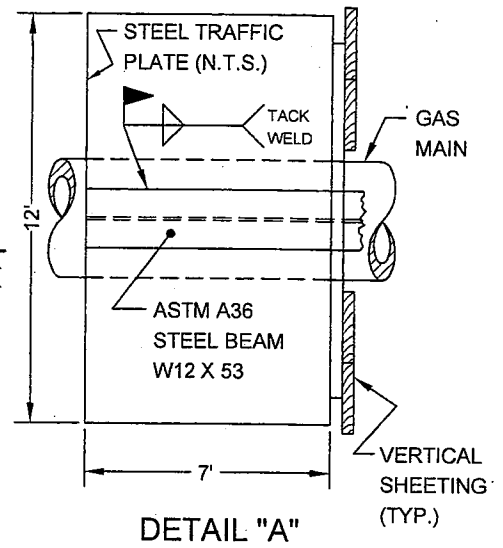
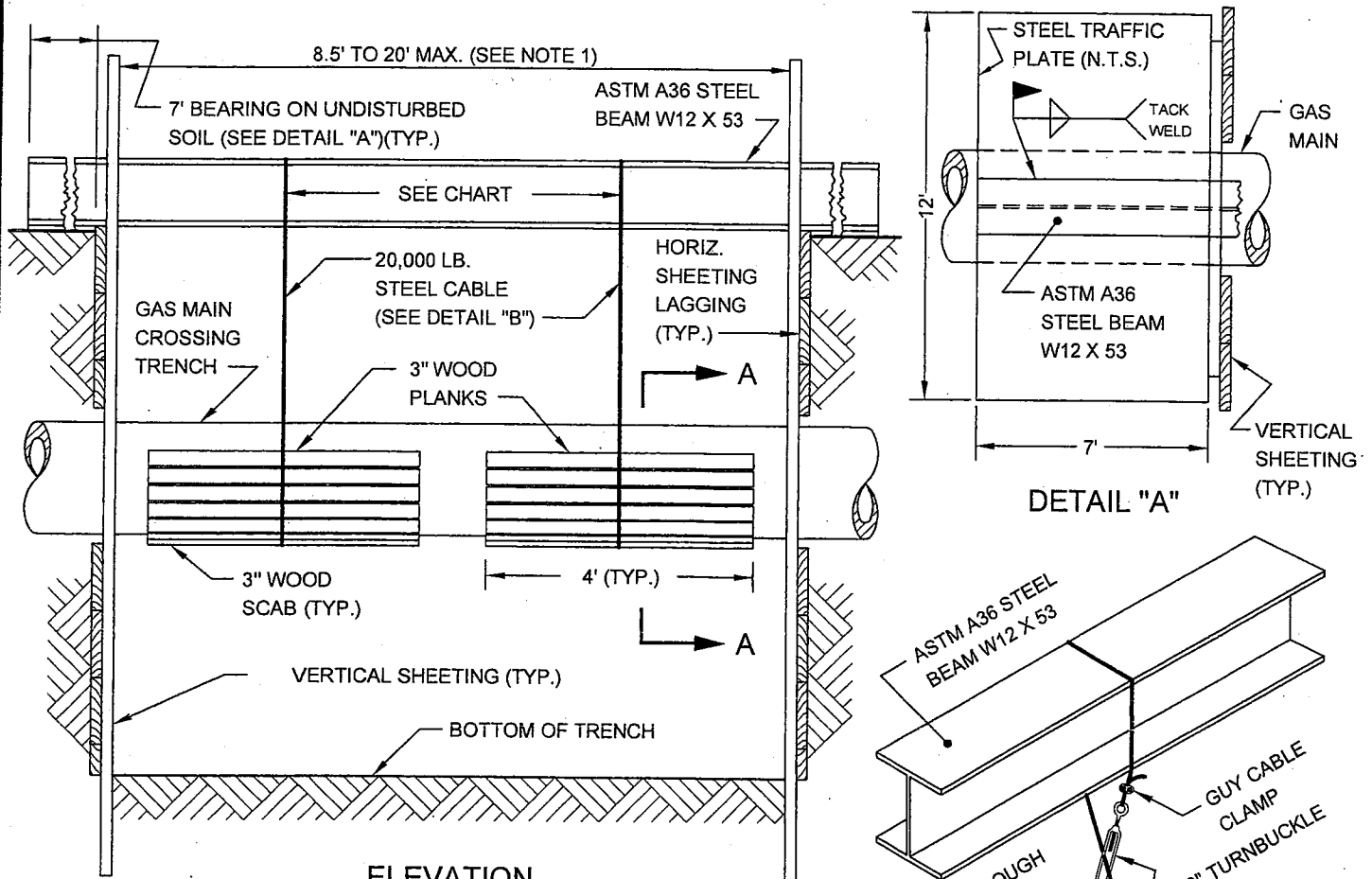


CABLE SUPPORT		TIMBER SUPPORT	
MAIN TYPE	SPACING	MAIN SIZE	TIMBER SIZE
CAST IRON	4' O.C. MAX.	UP TO 6"	6" X 6"
STEEL	10' O.C. MAX.	8" TO 10"	8" X 8"
PLASTIC	10' O.C. MAX.	12" TO 16"	10" X 10"

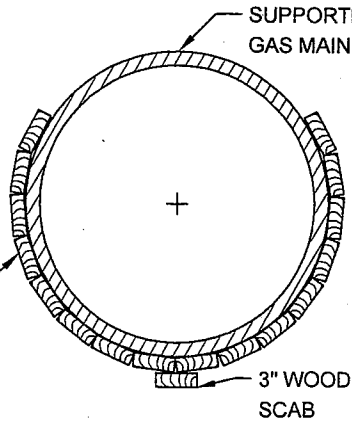
REVISED OCT. 2004 - L. ADRIEN
REVISED JUNE 1998 - J. WONG / W. PATALANOFF, MOY

GAS COST SHARING WORK (SKETCH NO. 1A)

SUPPORT REQUIREMENTS FOR GAS MAINS OVER 16" DIAMETER UP TO AND INCLUDING 48" DIAMETER CROSSING EXCAVATION AT ANY ANGLE



CABLE SUPPORT	
MAIN TYPE	SPACING
CAST IRON	4' O.C. MAX.
STEEL	10' O.C. MAX.



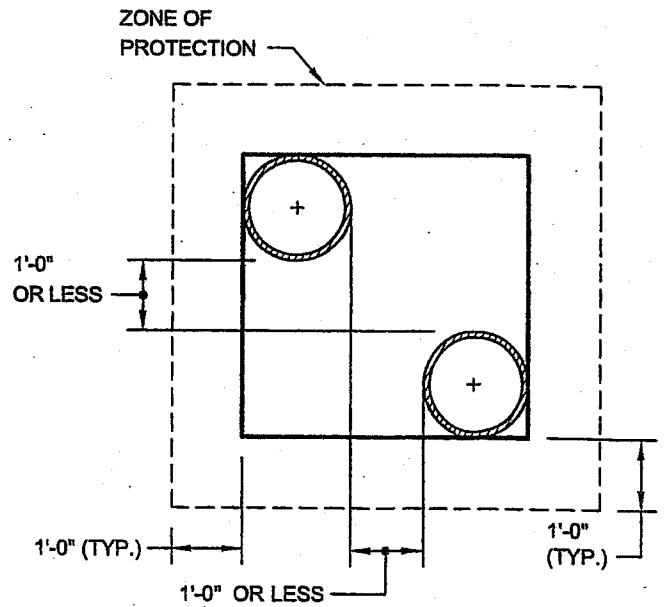
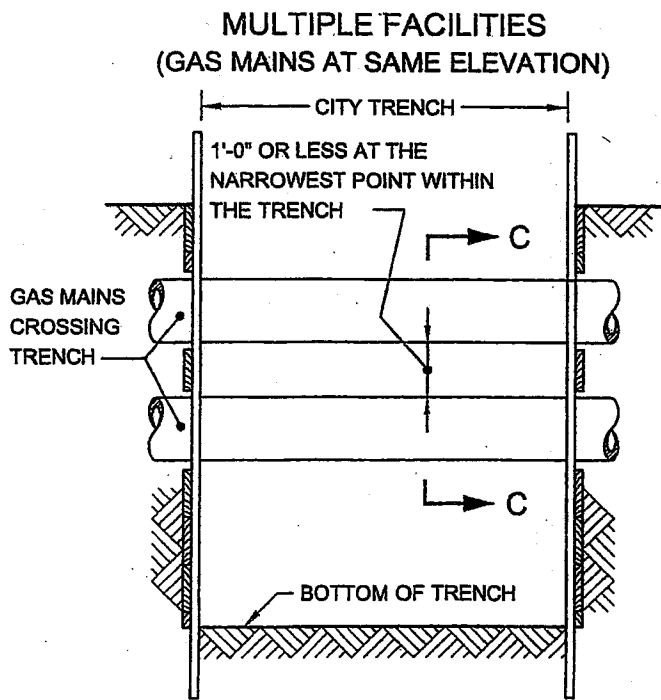
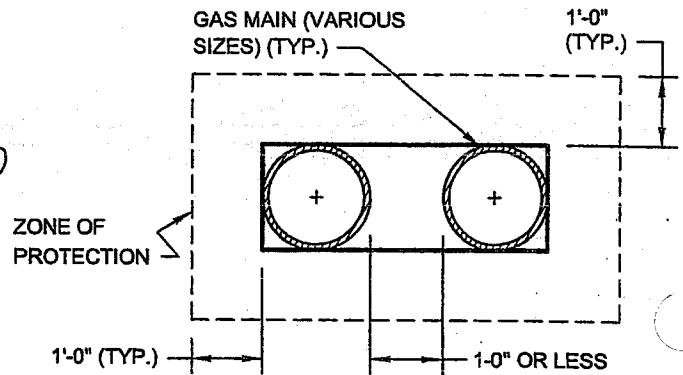
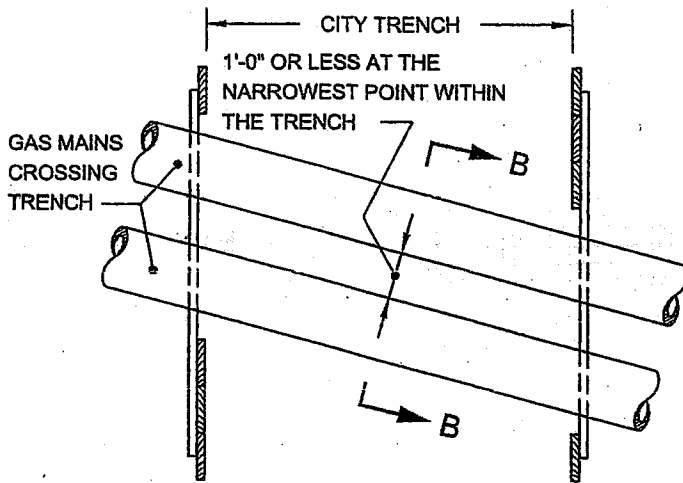
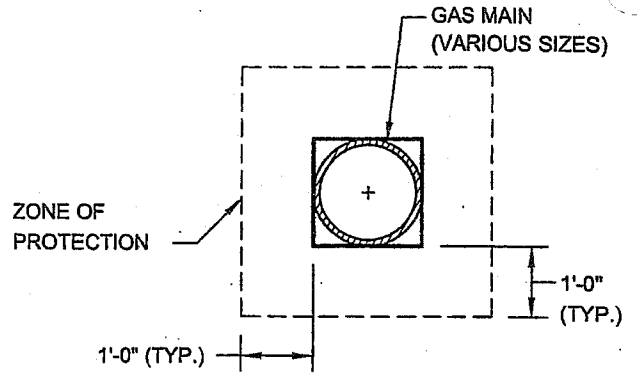
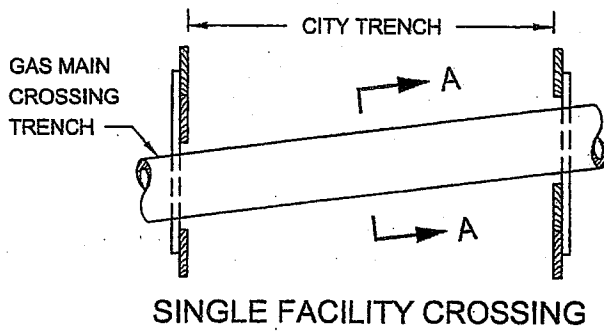
NOTES:

- (1) NO SUPPORT IS REQUIRED FOR GAS MAINS OVER 16" DIA. UP TO AND INCLUDING 48" DIA. CROSSING TRENCHES LESS THAN 8.5' WIDE.
- (2) UNDERMINE A MAXIMUM OF 8.5 L.F. OF CAST IRON GAS MAIN AT A TIME.
- (3) SET STEEL CABLE OVER 3" WOOD PROTECTIVE PLANKS AND PLACE AN ADDITIONAL 3" SCAB ON THE BOTTOM OF THE GAS MAIN.
- (4) ADJUST STEEL CABLE UNTIL DEAD WEIGHT OF THE UNDERMINED GAS MAIN HAS BEEN TAKEN UP BY THE OVERHEAD STEEL BEAM SUPPORT.
- (5) ALL SUPPORTS AND STEEL CABLES CAN BE REMOVED ONLY AFTER THE REQUIRED BACKFILL (AROUND AND BELOW GAS MAIN) HAS BEEN COMPACTED IN ACCORDANCE WITH NEW YORK CITY STANDARDS AND AT THE DIRECTIONS OF THE ENGINEER.

JEN
 REVISED OCT. 2004
 REVISED JUNE 1996
 JONG/W. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 2)

TYPICAL METHODS OF MEASUREMENT FOR GAS CROSSINGS

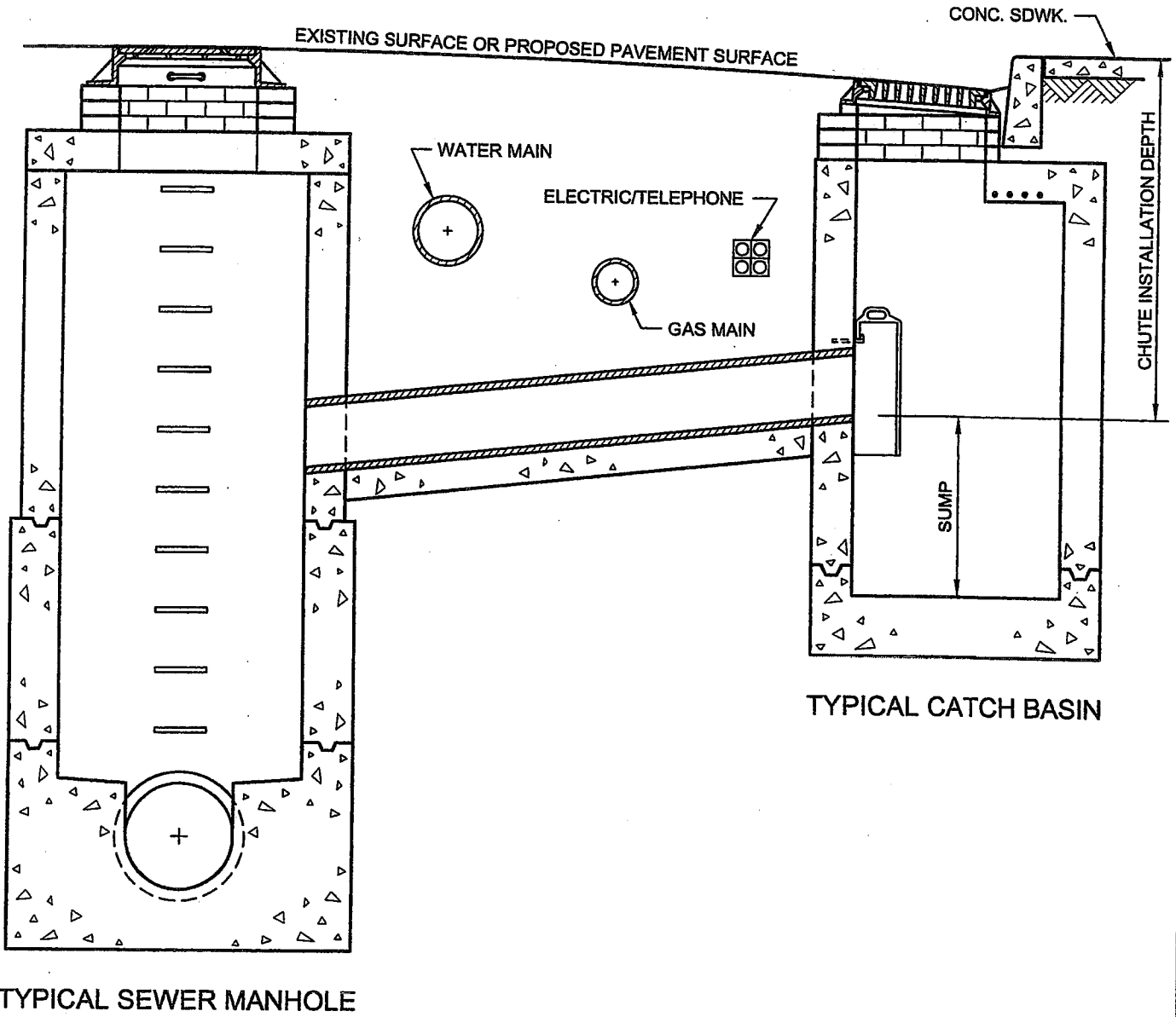


NOTE:

GAS MAINS MAY OR MAY NOT BE PARALLEL TO EACH OTHER.

REVISED SEPT. 2004 - L. ADRIEN
 REVISED SEPT. 2004 - J. WONGW. PATALANDIP, MOY

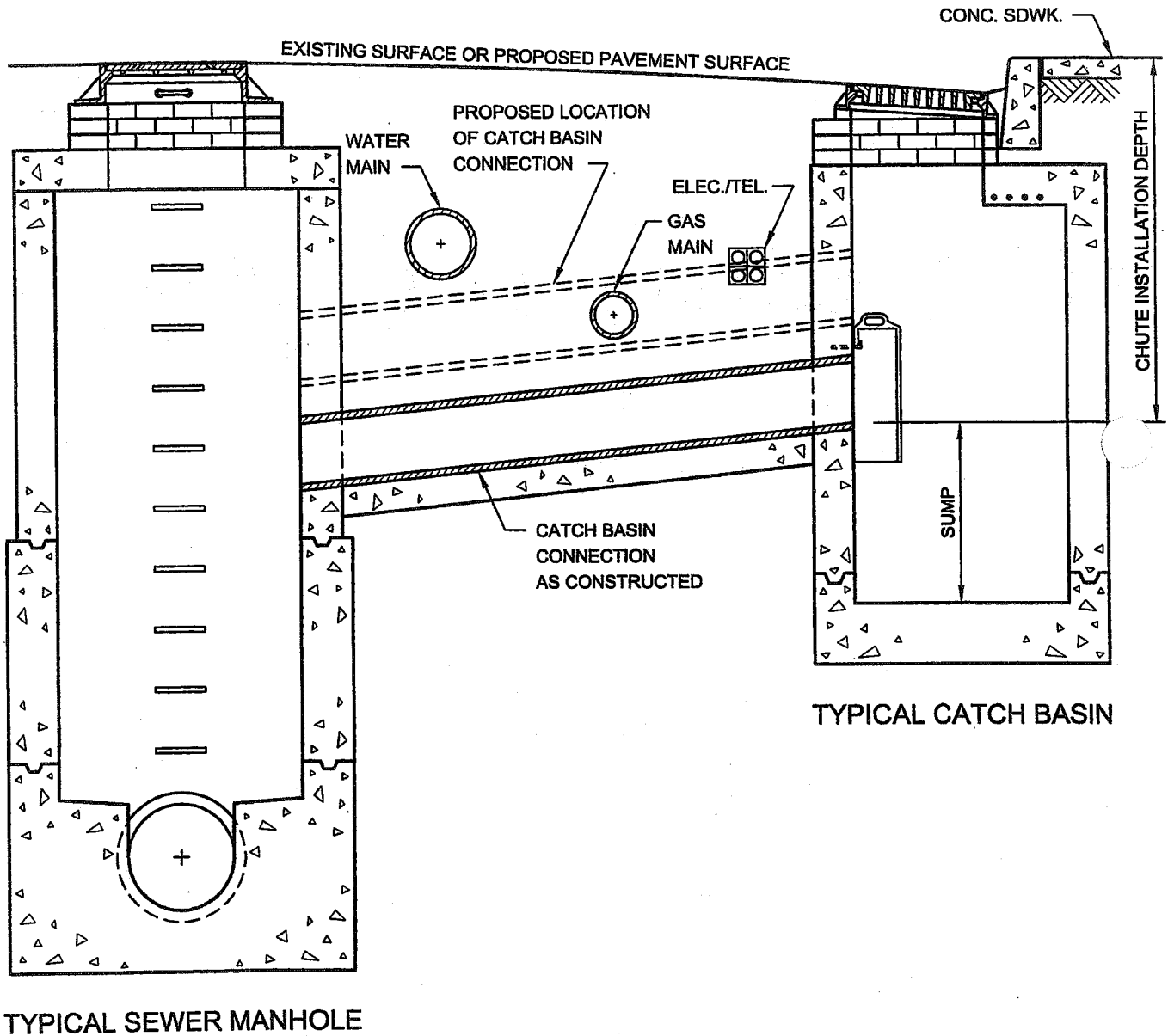
GAS COST SHARING WORK (SKETCH NO. 3)
UTILITY CROSSINGS DURING CATCH BASIN CHUTE
CONNECTION PIPE INSTALLATION



REVISED OCT. 2004 - J. ADRIEN
REVISED OCT. 1988 - J. WONGSW. PATALANOF. MOY

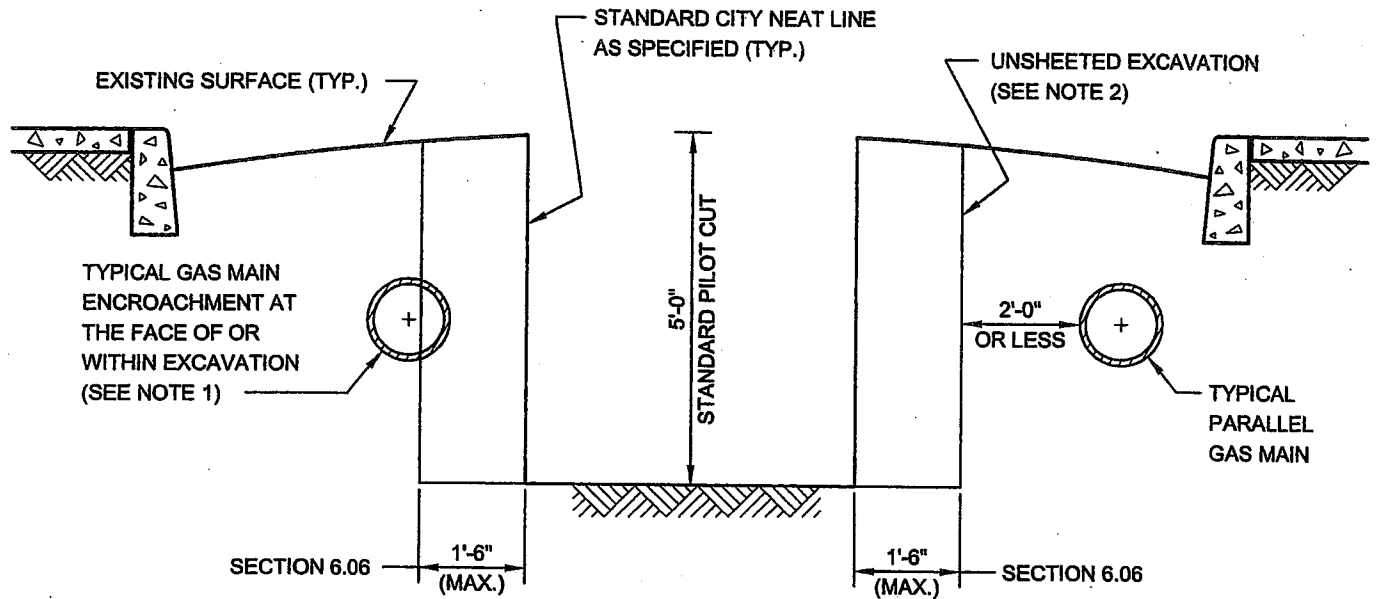
GAS COST SHARING WORK (SKETCH NO. 4)

UTILITY CROSSINGS DURING CATCH BASIN CHUTE CONNECTION PIPE INSTALLATION (EXTRA DEPTH)



REVISED OCT. 2004 - J. ADRIEN
 REVISED OCT. 1988 - J. WONGW. PATALANO/P. MOY

GAS COST SHARING WORK (SKETCH NO. 5)
GAS MAIN ENCROACHMENT ON AND/OR PARALLEL
TO EXCAVATION OF UNSHEETED TRENCH



NOTES:

- (1) GAS MAIN LOCATED AS SHOWN MAY HAVE TO BE REMOVED BY THE FACILITY OPERATOR PRIOR TO THE START OF CITY EXCAVATION, OTHERWISE, THE CONTRACTOR WILL BE PAID UNDER SECTION 6.06 FOR THE SAID WORK. IF GAS MAIN IS ABANDONED THEN SECTION 6.03 SHALL APPLY.
- (2) EIGHTEEN (18) INCHES FROM STANDARD NEAT LINE IS THE MAXIMUM ALLOWABLE WIDTH OF AREA THAT MAY BE DISTURBED OR EXCAVATED DURING INSTALLATION OF CERTAIN TYPES OF SHEETING SYSTEMS THAT MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY OF NEW YORK.

NO TEXT THIS PAGE

**V - PRELIMINARY GAS WORK TO BE PERFORMED BY
FACILITY OPERATOR.**

APPLICABLE TO ALL GAS DRAWINGS:

- ALL RELOCATION WORK SHOWN IN THIS ADDENDUM IS TO BE PERFORMED BY FACILITY OPERATOR.
- ALL SUPPORT AND PROTECTION WORK TO BE PERFORMED BY CITY CONTRACTOR.
- IF ADDITIONAL INFORMATION IS NEEDED REGARDING THE FACILITY OPERATOR RELOCATION WORK, THE CONTRACTOR IS ADVISED TO CONTACT THE GAS COMPANY REPRESENTATIVE:

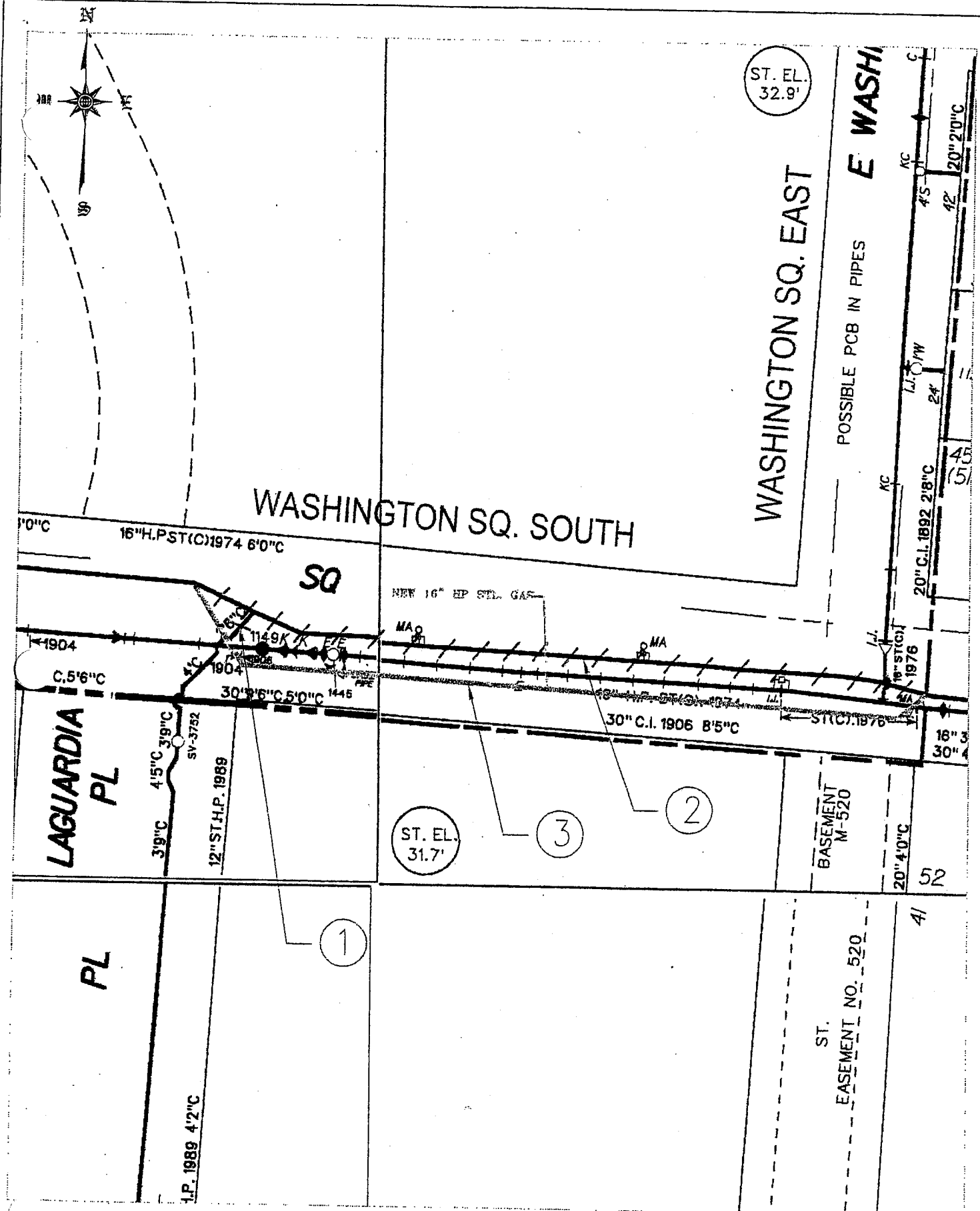
Ms. Theresa Kong
Con Edison Company
4 Irving Pl., 17th Floor.
New York, NY 10003
Tel (212) 460-4834

(NO TEXT IN THIS AREA, TURN PAGE)

GAS FACILITY COST ALLOCATION AGREEMENT
 PROJECT NO. MED 608 - WASHINGTON SQUARE PARK (PHASE I)
 CAPITAL GAS MAIN INSTALLATION

SHEET #	LOC.	ON STREET	FROM	TO	ITEM SIZE	TYPE	LENGTH	REIMB LENGTH	REMARKS
1	1	WASHINGTON SQ. S	LA GUARDIA PL.	WASHINGTON SQ. E	81m	STL (HP)	280' +/-	280' +/-	RET. 15 RET. 265 12" STL (HP) +/-
1	2	"	LA GUARDIA PL.	"	16"				16" STL (HP) +/-
1	3	"	"	"					8" CI +/-
2	4	WASHINGTON PL.	E/O WASHINGTON SQ. E		12"	PE	55' +/-	55' +/-	8" STL +/-
2	4	"	"						1893 2004
2	5	"	"						
2	6	WASHINGTON SQ. E	WASHINGTON PL.	WASHINGTON SQ. N					240 +/-
2	6	"	"	"					RET. 65 +/-
2	6	"	"	"					STL 1933
2	6	"	"	"					RET. 15 +/-
2	6	"	"	"					CI 1873
2	6	"	"	"					RET. 45 +/-
2	6	"	"	"					STL 1965
2	7	"	"	"	20"	STL	320' +/-	320' +/-	RET. 5 +/-
2	8	WAVERLY PL.	E/O WASHINGTON SQ. E						10 +/-
2	8	"	"						RET. 10 +/-
2	8	"	"						CI 1895
2	8	"	"		12"	PE	95' +/-	95' +/-	RET. 85 +/-
2	8	"	"						PE 1991
2	9	"	"						RET. 10 +/-
2,3	10	WASHINGTON SQ. N	5TH AVE.	WASHINGTON SQ. E					20 +/-
2,3	10	"	"	"					RET. 10 +/-
2,3	10	"	"	"					CI 1873
2,3	10	"	"	"					RET. 70 +/-
2,3	10	"	"	"					PE 2000
2,3	10	"	"	"					RET. 10 +/-
2,3	10	"	"	"					STL 1988
2,3	10	"	"	"					RET. 35 +/-
2,3	10	"	"	"					PE 1997
2,3	10	"	"	"					RET. 40 +/-
2,3	10	"	"	"					PE 1993
2,3	10	"	"	"					RET. 15 +/-
2,3	10	"	"	"					STL 1986
2,3	10	"	"	"					RET. 325 +/-
2,3	11	"	"	"					CI 1877
2,3	11	"	"	"					RET. 40 +/-
2,3	11	"	"	"					CI 1878
3	12	5TH AVE.	N/O WASHINGTON SQ. N		12"	PE	580' +/-	580' +/-	RET. 70 +/-
3	12	"	"	"					6" CI 1897
3	13	"	"	"	12"	PE	105' +/-	105' +/-	RET. 5 +/-
									6" STL 1934

A3-22A



ST. EL.
32.9'

WASHINGTON SQ. EAST

POSSIBLE PCB IN PIPES
E WASHI

WASHINGTON SQ. SOUTH

LAGUARDIA
PL

ST. EL.
31.7'

BASEMENT
M-520

41

ST.
EASEMENT NO. 520

DECEMBER 2013

SCALE = 1" = 50'

SHEET 3 OF 3



A3-22B

Consolidated Edison Company of New York, Inc.

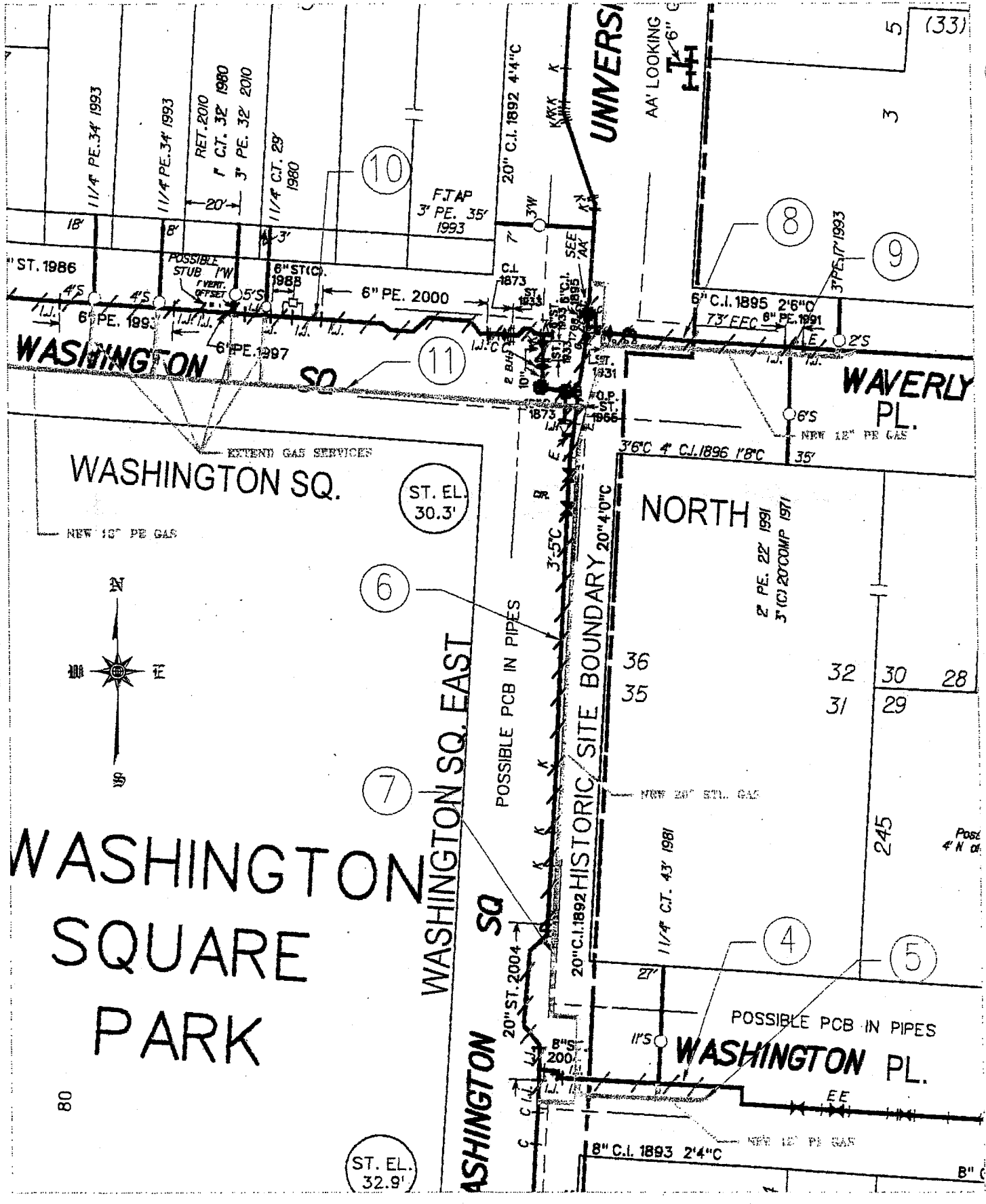
CAPITAL PROJECT MED 608

WASHINGTON SQUARE PARK (PHASE 1)

CON Edison
a Con Edison, Inc. company

REVISIONS TO DRAWING

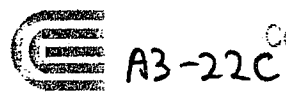
MATCHLINE SEE SHEET 1 OF 3



DECEMBER 2013

SCALE = 1" = 50'

SHEET 2 OF 3



Consolidated Edison
a consolidated inc. company

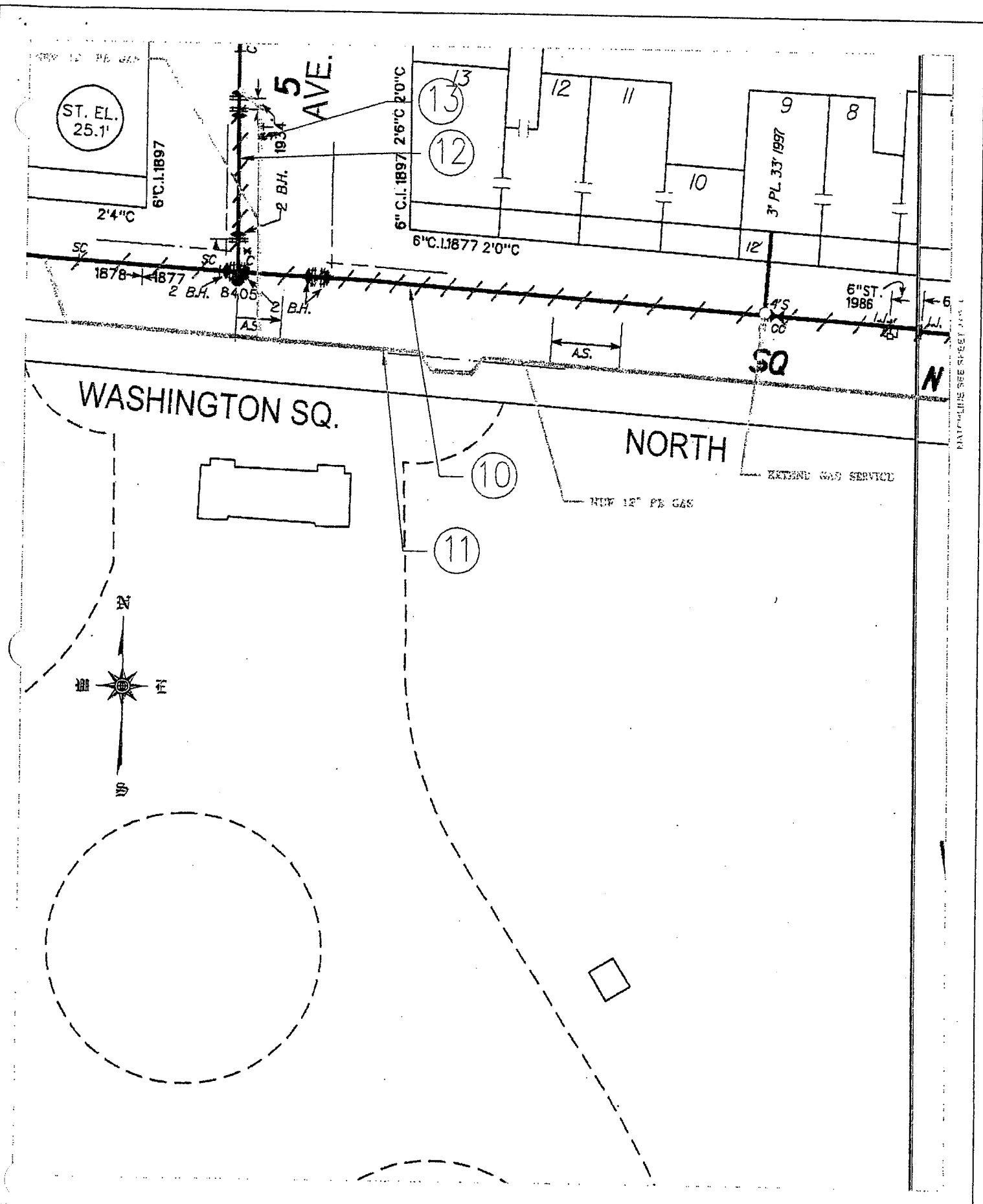
Consolidated Edison Company of New York, Inc.

A3-22C

CAPITAL PROJECT: MED 606

WASHINGTON SQUARE PARK (PHASE 1)

EDISON CITY OF MANHATTAN



DATE PLOTTED: SEE SHEET 2013

DECEMBER 2013

SCALE = 1" = 50'

SHEET 3 OF 3



A3-22D

Consolidated Edison
A CON Edison COMPANY

Consolidated Edison Company of New York, Inc.

CAPITAL PROJECT: MED 800

WASHINGTON SQUARE PARK (PHASE 1)

SCHEMATIC OF UTILITIES

**VI - LISTING OF APPROXIMATE LOCATIONS OF EP-7 BID
ITEMS QUANTITIES**

(NO TEXT IN THIS AREA, TURN PAGE)

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT MED-608**

The City of New York Department of Design and Construction is proposing to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

6.01.1 - Gas Main Crossing Sewer Up To 24" In Diameter. (Ea.)

1 in Washington SQ South bet La Guardia Pl & Washington SQ East.
1 in Int of Washington SQ South & Greene St.

6.01.8 - Gas Services Crossing Trenches And / Or Excavations. (Ea.)

21 in Various Locations as Required.

6.01.9 - Gas Main Crossing Water Main Up To 20" In Diameter. (Ea.)

1 in Int of Washington SQ South & Thompson St.
3 in Int of Washington SQ South & La Guardia Pl.
1 in Int of Washington SQ South & Washington SQ East.
1 in Int of Washington SQ South & Greene St.
3 in Int of Washington SQ South & Mercer St.
1 in Int of Washington Pl E/O Washington SQ East.
2 in Int of Waverly Pl E/O Washington SQ East.
1 in Int of Washington SQ North & Washington SQ East.
3 in Int of Washington SQ North & 5 Ave.

6.01.11 - Gas Main Crossing Water Main 36" Thru 42" In Diameter. (Ea.)

2 in Int of Washington SQ South & La Guardia Pl.

6.01.12 - Gas Main Crossing Water Main 48" Thru 54" In Diameter. (Ea.)

1 in Int of Washington SQ South & Washington SQ East.
1 in Int of Washington SQ South & Greene St.
1 in Int of Washington SQ South & Mercer St.
1 in Int of Washington SQ North & Washington SQ East.

6.02 - Extra Excavation For The Installation Of Catch Basin Sewer Drain Pipes With Gas Interferences. (Ea.)

5 in Various Locations as Required.

**SCOPE OF WORK
SUPPORT AND PROTECTION
FOR CONTRACT MED-608**

The City of New York Department of Design and Construction is proposing to install sewers and/or water mains and all appurtenances in various locations in The City of New York along with all work incidental thereto.

6.03 - Removal Of Abandoned Gas Facilities. All Sizes. (L.F.)

1000 in Various Locations as Required.

**6.03.1A - Removal Of Abandoned Gas Facilities With Possible Coal Tar Wrap. All Sizes.(L.F.)
(For Con Edison Work Only)**

400 in Various Locations as Required.

6.04 - Adjust Hardware To Grade Using Spacer Rings/Adaptors (Street Repaving). (Ea.)

5 in Various Locations as Required.

6.05 - Adjust Hardware To Grade By Resetting (Road Reconstruction). (Ea.)

15 in Various Locations as Required.

6.06 - Special Care Excavation And Backfill. (C.Y.)

800 in various locations as required, including but not limited to all gas services crossing unsheeted water main trenches.

6.07 - Test Pits For Gas Facilities. (C.Y.)

100 in Various Locations as Required.

**6.08A - Pier And/Or Plate Method Of Protection For Ductile Iron Water Main
With Less Than 24" Cover. (Ea.)**

1 in Various Locations as Required.

**6.09 - Trench Excavation And Backfill For New Gas Mains & Services
(To Be Performed By City Contractor). (C.Y.)**

1090 as is Shown on Attached Sketches.

MED608 - WASHINGTON SQUARE PARK (PHASE I)

Item 6.09 - Trench Excavation/ Backfill Calculation

SHEET	CAPITAL ITEMS	Trench Dimensions			Item 6.09 (CY)
		L	W	D	
	INSTALL 16" HP STL MAIN				
EP7-1	WASHINGTON SQ. SOUTH BTW LA GUARDIA PLACE AND WASHINGTON SQ. EAST	280.00	3.33	4.83	166.80
	INSTALL 20" LP STL MAIN				
EP7-2	WASHINGTON SQ. EAST BTW WASHINGTON PLACE AND WASHINGTON SQ. NORTH	320.00	3.67	5.17	224.88
	INSTALL 12" LP PE MAIN				
EP7-2	WASHINGTON PLACE E/O WASHINGTON SQ. EAST	55.00	3.00	4.50	27.50
EP7-2	WAVERLY PLACE E/O WASHINGTON SQ. EAST	95.00	3.00	4.50	47.50
EP7-2	WASHINGTON SQ. NORTH BTW 5TH AVENUE AND WASHINGTON SQ. EAST	580.00	3.00	4.50	290.00
EP7-2	5TH AVENUE N/O WASHINGTON SQ. NORTH	105.00	3.00	4.50	52.50

(A)	Gas trench volume	809.17
(B)	Tie in pits volume	86.57
	10 ea.	
(C)	Test Pits for gas services	10.67
	6 ea.	
(A)+(B)+(C)		906.41
	add 20%	181.28
	Total	1087.70
	say 1,090 CY	

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SECTION 6.08A – Pier and/or Plate Method of Protection for Ductile Iron Water main with less than 24" Cover

A. Description:

Under this item, the Contractor shall provide all labor, materials, equipment, insurance and incidentals required to protect ductile iron water mains that are installed with a cover of 24 inches or less crossing over gas facilities of various sizes. The work shall be performed in accordance with the contract plans, specifications and at the direction of the facility operator(s), upon approval from the Resident Engineer.

B. Materials:

The Contractor shall supply all materials (concrete, beams, plates, etc.) necessary to provide the pier and plate method of protection as shown on BWS Standard Drawing No. 46464-Z.

C. Method of Construction:

The Contractor shall provide pier and plate protection in accordance with BWS Standard Drawing No. 46464-Z. The Contractor shall support, maintain and accommodate the water main and all other utility facilities during the installation of the pier and plate components. The Contractor shall be solely and totally responsible for the disturbances and/or any damages to such facilities.

D. Method of Measurement:

The quantity to be measured for payment shall be each (EA.) location wherein an additional area of square foot (S.F.) of steel plate is required to be installed to protect ductile iron water mains with a cover of 24 inches or less crossing over gas facilities of various sizes, as directed by the Facility Operator(s) upon approval from the Resident Engineer. The additional area of square foot (S.F.) of steel plate shall be in accordance with BWS Standard Drawing No. 46464-Z.

E. Price to Cover:

The price shall cover the cost of all supervision, labor, material, equipment, and incidentals necessary to construct the specified method of protection. The work shall also cover the cost to cut, break, and remove additional pavement, additional excavation, sheeting, maintenance of traffic, traffic plates, and to furnish and install additional backfill and pavement restoration. This item does not cover the costs for special care excavation around gas facilities that are covered under separate items.

F. References:

1. BWS Standard Drawing No. 46464-Z.

A3-23D

MED-608

**SECTION 6.09 - Trench Excavation and Backfill for New Gas Mains and Services
(To be performed by City Contractor)**

1. Description:

Under this section, the contractor shall furnish all labor, materials, equipment, insurance, permits and incidentals required to break/remove roadway and sidewalk pavement, excavate, backfill and restore gas trenches. The trench to be excavated shall be determined by the size of the gas facility to be installed. The work shall be performed in accordance with applicable specifications, and/or at the direction of the Resident Engineer in consultation with the facility operator.

2. Materials:

All materials used to excavate and prepare trenches shall be supplied by the Contractor and be approved by the facility operator in consultation with the Resident Engineer. Clean sand backfill material shall be used and shall conform to Con Edison specification EO-1181-rev.5, General Specification for Backfilling of Trench and Small Openings, which is included in this contract.

3. Method of Construction:

Excavation – The Contractor shall saw cut and/or break and remove existing roadway which may include but is not limited to, asphalt, concrete and cobblestone, utilizing approved equipment that leaves a neat straight joint line along the juncture with subsequently replaced pavement. Prior to starting the trenching operation, the contractor shall excavate the appropriate gas main tie-in pits at the extremities of the gas main sections to be replaced. Test pits shall be excavated to determine exact location of all tie-in pits and at appropriate intervals along proposed trench excavation to verify lane and clearances as shown on the contract plans. The tie-in pits shall be adequately protected by the contractor using wood fencing or steel traffic plates until such time when the facility operator has completed the tie-in work. The Contractor shall be permitted to excavate utilizing a combination of machine and hand excavation, as field conditions warrant, and as directed by the facility operator. The trench shall be adjusted so as to provide for a nominal cover on the new gas facilities or as required based on field conditions, applicable specifications, or as directed by the facility operator in consultation with the Resident Engineer. The width of the trench shall be as directed by the facility operator in consultation of the Resident Engineer. The bottom of the trench shall be graded smooth with a minimum cushion of 3 inches of clean sand and in conformance with applicable specification and be compacted, to minimize initial settlement and to avoid "point" support of new gas facilities. All stones projecting into the trench bottom shall be removed, and the voids backfilled before the new gas facilities are installed. Where streets are not to final grade, the cover shall be measured from the final grade, or the existing grade, whichever provides the deeper trench. Excavation in the vicinity of utilities and other structures shall be performed using hand tools. The contractor shall properly dispose of all materials excavated away from site. Size and location of excavation shall be as directed by the facility operator in consultation with the Resident Engineer. Trenches shall be excavated to a depth and size necessary to facilitate the installation of the new gas facility and in conformance with the applicable specification. All existing facilities that are encountered during trench excavating shall be protected in a manner suitable to the facility operator in consultation with the Resident Engineer. Tight sheeting shall be used, as required, based on field conditions and/or when the depth of excavation is equal to or greater than five feet. Skeleton type sheeting will not be permitted. The sheeting required

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shall be furnished and installed in full compliance with the State of New York and Federal Safety Code requirements and in compliance with applicable specifications and/or as directed by the facility operator in consultation with the Resident Engineer. Care shall be taken that no existing gas facilities or other structures are broken or damaged. Contractor shall excavate all material encountered necessary to facilitate the installation of the new gas facilities, and as directed by the facility operator. Care should be taken to avoid damage to existing utility facilities and structures, and to pavements and their foundations, and to avoid caving or sliding banks within the excavation.

Maintenance of Trench Excavation - Excavated trenches shall be maintained free of debris and kept dry by the contractor. In order to accomplish this, contractor shall, upon completion of excavation and placement of sheeting (as required and/or if depth is equal to or greater than five feet), furnish and install adequate steel plates, as directed by the facility operator in consultation with the Resident Engineer, and posting over the excavated trenches and shall temporarily remove all equipment debris and workers, and relocate barricades in order to open the full width of street to traffic during non-working hours, as required based on DOT requirements. Con Edison forces will perform all live gas main connections, dead gas main cut-outs, and/or service work associated with disconnecting and reconnecting from old to new gas main. The Contractor shall then, at no additional cost, relocate such barricades barrels, cones and other warning devices and remove steel plates, as and when directed by the facility operator in consultation with the Resident Engineer to facilitate the installation of the new gas facilities. When work is being performed and the excavations are not covered with steel plates, the Contractor shall provide complete and safe access to the trench as may be required, and shall provide construction barricades and maintain traffic at all times as shown or as directed by the facility operator in consultation with the Resident Engineer. The contractor has the responsibility to maintain and set to grade all Con Edison hardware during backfill and pavement restoration. Upon completion of installation of the new gas facility, the trench excavation shall be backfilled by the contractor in accordance with Contract requirements and all backfill material shall conform to contract specifications for such purpose.

Pavement and Sidewalk Restoration - After backfilling is completed, the contractor shall install temporary pavement consisting of six inches (6") thick asphaltic concrete mixture in roadway areas or a two inches (2") thick asphaltic concrete mixture in sidewalk areas in order to maintain existing pedestrian and vehicular traffic. This temporary pavement shall be maintained until permanent replacement as specified in contract. Permanent pavement restoration shall be as required by the appropriate contract specifications and as directed by the Resident Engineer.

4. Method of Measurement:

The quantity to be measured for payment shall be the number of cubic yards (C.Y.) of trench actually excavated, including roadway pavement, base and/or sidewalk concrete removed within the limits of the trench as directed by the Resident Engineer in consultation with the facility operator. The volume occupied by existing pipes or other structures will be deducted from the total volume measured as shown on drawing EP-7 SECT. 6.09 GAS SPECIALTY CONTRACTOR WORK (Sheet EP7-1 and EP7-2), or as encountered based on existing field conditions.

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5. Price to Cover:

The unit price bid per cubic yard for excavation shall include the cost of all supervision, labor, material, equipment, insurance and incidentals necessary to complete excavation trenches, including backfill, compaction testing and restoration of trenches and tie-ins pits as specified or shown on the contract, plans. The bid price shall also include the cost of coordinating the sewer and water main work to be performed by the contractor with the gas installation work to be performed by others. The price shall also include, associated maintenance of traffic, and traffic plates and openings and closings of plates as may be required in order to provide access to the facility operator during the new gas facility installation, and installing, removing and maintaining tight sheeting that may be required, cut, break and remove various thickness of surface and base pavement, excavate by hand, furnish, place and compact, in compliance with DOT requirements, clean sand backfill following installation of the gas facility. Any required removing, trucking, storing, and disposing of material shall be deemed included in the unit price. The price shall also include the cost of providing temporary pavement restoration. Permanent pavement restoration shall be deemed included in this item, as required and as directed by the Resident Engineer.

A3-23 G

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conEdison

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
4 IRVING PLACE
NEW YORK, NY 10003

DISTRIBUTION ENGINEERING
TOOLS AND STRUCTURES

SPECIFICATION EO-1181
REVISION 6
May 2010

EFFECTIVE DATE
June 1, 2010

GENERAL SPECIFICATION FOR BACKFILLING
OF TRENCH AND SMALL OPENINGS

FILE: CONSTRUCTION STANDARDS MANUAL NO. 3, SECTION 37

TARGET AUDIENCE	REGIONAL CONSTRUCTION
NESC REFERENCE	NONE

A3-23H

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2.0 APPLICATION 3

3.0 DEFINITIONS 3

4.0 REQUIREMENTS 4

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 4.2 Density Testing 5

 4.3 Procedure For Electric Duct Backfill 5

 4.4 Procedure For 138kv Cable Pipe Installation 6

 4.5 Procedure For Backfilling Gas Trenches & Small Openings 6

 4.6 Backfilling Concrete Coated & Steel Jacketed Steam Main Trenches 7

5.0 PRECAUTIONS 7

Specification	Revision	Rev Date	Effective Date	Copyright Information	Page
EO-1181	6	05/01/2010	06/01/2010	2007-2008 Consolidated Edison Co. of New York, Inc.	27
Filing Information		Construction Standards		Manual No. 3, Section 37	

Paper copies of procedures and instructions are uncontrolled and therefore may be outdated. Please consult Distribution Engineering Intranet Site [Distribution Engineering](http://distribution) or <http://distribution>, for the current version prior to use.

MED-608

1.0 PURPOSE

This specification details the procedures to be followed in backfilling all Con Edison street openings for electric, gas and steam facilities.

2.0 APPLICATION

This specification applies to all Con Edison Customer Service Areas.

3.0 REFERENCE SPECIFICATION AND DEFINITIONS

- 3.1 The term "Engineer" used in this specification refers to the Distribution Tools & Structures Engineer or his authorized representative.
- 3.2 The term Construction Representative shall mean the Construction Manager, Contract Construction Manager, or his authorized representative.
- 3.3 The terms "Type 3/8", "Type I" and "Type II" shall be as defined in EO-8085.
- 3.4 The term "small opening" shall refer to street openings which are 6' x 5' or smaller.
- 3.5 The term "suitable backfill" shall refer to in-place material excavated from the trench or opening which satisfies the following requirements:
 - 3.5.1 The excavated material shall be free of all broken asphalt pavement, broken concrete, brick, all organic material, and all debris.
 - 3.5.2 The excavated material shall be substantially sandy soil gritty and granular in texture and have a small amount of rocks compared to the total volume of soil. It shall have no rocks greater than 2 inches in size.
 - 3.5.3 The excavated material shall be substantially free of clay like or clayey soil. Clayey soil shall be determined as soil that is powder like in texture when dry and capable of being molded when wet.

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Filing Information		Construction Standards		Manual No. 3, Section 37	

Paper copies of procedures and instructions are uncontrolled and therefore may be outdated. Please consult Distribution Engineering Intranet Site <http://distribution> for the current version prior to use.

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- 3.5.4 Frozen backfill material shall either be removed or broken into small particles before being compacted. Excessively wet material shall be mixed with dry material to reduce moisture content before backfilling.
- 3.5.5 Fill materials, known as "Stone Dust", or "Pond Fill", containing crystalline silica shall not be used as backfill material.
- 3.5.6 If there are any questions as to suitability of the excavated material, the Engineer shall be consulted.
- 3.6 The term "mechanical compaction" shall mean the use of equipment, either impact or plate vibratory, which is designed specifically for soil compaction. The term "hand tamping" shall mean compaction of backfill by means of a plate tamper, which will impart sufficient force to compact the backfill material.
- 3.7 The term "wetted backfill" shall mean backfill material containing sufficient moisture so that when molded by hand it will form a firm shape. If the specimen crumbles it lacks sufficient moisture. If water is squeezed from the specimen it contains too much moisture.

4.0 REQUIREMENTS

4.1 Compaction

- 4.1.1 The term "compacted", for both "mechanical compaction" and "hand tamping", shall mean a minimum level of compaction of 95% of the maximum dry density of the backfill material used as determined by a Standard Proctor Test (ASTM D-698). In lieu of a Standard Proctor Test a "one point" test shall be done by taking a sample of the soil and compacting it using a Standard Proctor mold procedure and determining the maximum in field density that can be obtained and 95% of this value should be used as a comparison to the actual compaction achieved.
- 4.1.2 In lieu of the above, when using "suitable backfill", compaction will be considered adequate if density readings of the compacted fill equal 95% of the readings of the in-place material (i.e. density readings must be taken at the time of excavation to use as reference for compaction). For this type of "before and after" comparison, devices such as the nuclear density tester may be used.

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4.2 Density Testing

4.2.1 The sand-cone test, ASTM D1556 or nuclear density tester may be used for all in place density tests. Other methods may be used upon approval of the Engineer.

4.2.2 The Construction Representative or Engineer may order as many in-place density tests as he deems necessary to insure proper compaction. If an in-place density test indicates insufficient compaction, the Contractor shall re-compact the area in question until the backfill is compacted to the requirements set forth in paragraph 4.1.1. The Contractor may elect to take additional tests 5 feet on both sides of the test which failed, and average the values of the three readings. If the average value of the three tests meets the compaction requirements, the area in question will be considered sufficiently compacted and no additional compaction will be required. If the average value does not meet the compaction requirements, the Contractor will be required to pay for the two additional in-place density tests and to re-compact the area, which has been determined to be insufficiently compacted. Test after recompaction.

4.3 Procedure For Electric Duct Backfill

4.3.1 The following backfill procedure shall be used for concrete duct, asbestos cement, and plastic and fibre conduit.

4.3.2 Where the ducts are in a rock area, a minimum 4" bed of Type 3/8" backfill shall be placed. It shall be wetted and mechanically compacted to form a firm base for the support of the ducts. Suitable backfill shall be free of stones larger than 2 inches.

4.3.3 For concrete conduit, asbestos cement conduit, plastic and fibre conduit encased in concrete, the trench shall be filled with suitable backfill as defined in paragraph 3.5 or Type II material (EO-8085) in 12 inch wetted lifts. Each lift shall be mechanically compacted.

4.3.4 For direct buried asbestos cement, plastic and fibre conduit, the trench shall be filled with Type 3/8 material to a level of 12 inches above the ducts. It shall be compacted by hand in a no more than 12 inch wetted lifts. The remaining trench shall be backfilled with suitable backfill or Type II material (EO-8085) in 12 inch wetted lifts mechanically compacted.

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4.4 Procedure For 138kv Cable Pipe Installation

4.4.1 All installation of 138KV and 345KV cable pipe type feeders shall comply with the requirements set forth in CE-TS-3352.

4.4.2 The requirement for the use of excavated material as "suitable backfill" shall follow the requirements of paragraph 3.5.

4.5 Procedure For Backfilling Gas Trenches & Small Openings

4.5.1 Coated Steel & Plastic Gas Pipe Trenches

- a. A smooth surface shall be excavated in the bottom of the trench and the pipes laid to grade. Where the trench is in a rock area, a minimum of 4 inches of Type 3/8 material shall be placed, wetted and mechanically compacted to form a firm base for the gas pipes.
- b. The trench shall be backfilled with Type 3/8 material to a height of 12 inches above the pipe in a maximum of 12 inch wetted lifts which shall be hand compacted.
- c. The remaining trench shall be backfilled with Type 3/8, Type I, Type II or suitable existing backfill in a maximum of 12 inch wetted lifts, which shall be mechanically compacted.
- d. The density of the compacted backfill shall be tested and accepted or rejected in accordance with paragraph 4.2.2.

4.5.2 Cast Iron, Plastic & Steel Gas Pipe In Small Openings

- a. Backfill material shall be Type 3/8, or suitable existing backfill, which has been segregated to remove all rocks, which may damage the pipe coating.
- b. Openings shall be backfilled to a height of 12 inches above the pipe in a maximum of 12 inch wetted lifts, which shall be hand, compacted. The remainder of the openings shall be backfilled in 12 inch wetted lifts with Type I or Type II or "suitable backfilled" as per paragraph 7 which shall be mechanically compacted.
- c. The density of the compacted backfill shall be tested and

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accepted or rejected in accordance with paragraph 4.2.2.

4.6 Backfilling Concrete Coated & Steel Jacketed Steam Main Trenches

4.6.1 A smooth surface shall be established in the bottom of the trench and the pipes leveled and laid on a firm base. Where the trench is in a rock area, a minimum of 4 inches of Type I material shall be placed, wetted and mechanically compacted to form a firm base.

4.6.2 The trench shall be backfilled with Type I, or Type II or suitable backfill material in 12 inch wetted lifts, which shall be mechanically compacted.

4.6.3 The backfill shall be tested and accepted or rejected in accordance with paragraph 4.2.2.

5.0 PRECAUTIONS

If a work site is found to contain existing fill material that contains or comprised of "Stone Dust" or "pond Fill", the contractor shall cover the material with a 3" layer of sand. If this material is found to be stockpiled at a work site, it shall be covered with a tarpaulin or removed from the work site.

Joseph R. Martin (Signature on File)
Joseph R. Martin
Manager
Tools and Structures
Distribution Engineering

Marco Meza

<u>REVISION No. 5</u>	<u>FILE:</u>
Revised section 4.4 (added installation spec.). Due to be reviewed 05/2015	Construction Standards Manual 3 Section 237 - Subway

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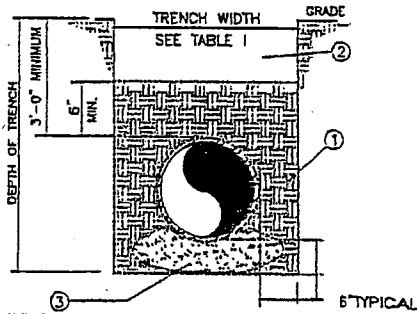
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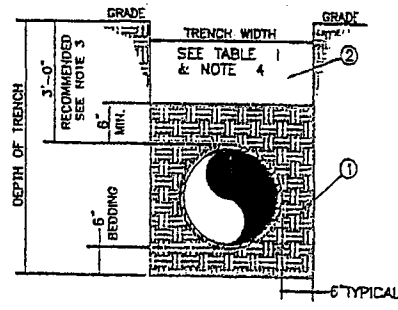
REVISIONS

R. GROGAN 7/21/88	0
M. BALDWIN 2/02/08	1
REVISED TRENCH WIDTH FOR 4" THRU 12" MAINS IN TABLE 1 REMOVED REQUIREMENT FOR SANDBAGS FOR STEEL DISTRIBUTION MAIN.	
FRAL 2/11/08	
M. BALDWIN 4/04/08	2
ADDED REQUIREMENTS OF SAND BAGS FOR STEEL DISTRIBUTION MAIN.	
FRAL 4/4/08	
M. BALDWIN 3/12/08	3
REVISED TRENCH WIDTH OF 16" AND GREATER SIZE MAINS IN TABLE 1.	
P.L.S. 1/28/08	

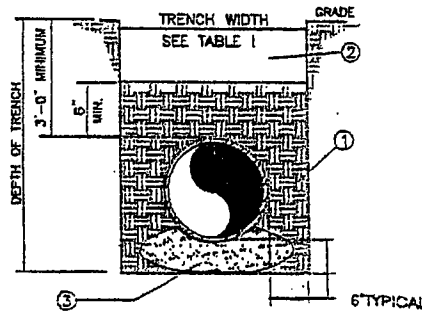


SANDBAG CLASS & STOCK # 000-0075

STEEL MAIN (DISTRIBUTION)



PLASTIC MAIN (DISTRIBUTION)



SANDBAG CLASS & STOCK # 000-0075

STEEL MAIN (TRANSMISSION)

BILL OF MATERIAL		
ITEM NO.	DESCRIPTION	SPEC. OR DWG. NO.
1	3/8" SAND/CLEAN FILL/RECYCLED BACKFILL	EO-8085
2	SUITABLE BACKFILL	EO-1181
3	SANDBAG	ASTM C-33

TABLE 1		
SIZE OF MAINS	TRENCH WIDTH	DEPTH OF TRENCH
1 1/2"	1'-2"	3'-6"
2"	1'-2"	3'-6"
3"	1'-2"	3'-6"
4"	1'-2"	3'-10"
6"	1'-6"	4'-1"
8"	1'-6"	4'-7"
10"	1'-10"	4'-6"
12"	2'-0"	4'-6"
16"	2'-2"	4'-10"
20"	2'-6"	5'-2"
24"	3'-0"	5'-6"
30"	3'-6"	6'-0"
36"	4'-0"	6'-6"

GENERAL NOTES:

- VARIATIONS IN COVER MAY BE REQUIRED BECAUSE OF SUBSURFACE CONDITIONS INCLUDING DEPTH OF EXISTING FACILITIES. WHEN COVER IS LESS THAN 2'-0" FOR DISTRIBUTION MAINS OR LESS THAN 3'-0" FOR TRANSMISSION MAINS, THE PIPE SHALL BE PROTECTED AS PER DWG. EO-6789-C.
- WHEN SHEETING IS USED, THE "TRENCH WIDTH" DIMENSION SHALL BE MEASURED FROM THE INSIDE OF THE SHEETING.
- DISTRIBUTION MAINS SHOULD BE INSTALLED WITH 3'-0" OF COVER SO AS TO ALLOW THE COVER ON THE SERVICE PIPING TO BE A MINIMUM OF 2'-0".
- WHEN INSTALLING COILED PLASTIC PIPE, THE TRENCH WIDTH CAN BE LESS THAN SHOWN.
- INSTALL A SANDBAG AT 10' INTERVALS

REFERENCE DWGS & SPECS:

GAS MAINS INSTALLATION	---	G-8005
SHEETING	---	EO-16854-B
	---	EO-16965-B
PROTECTIVE COVER	---	EO-6796-C
BACKFILLING	---	EO-1181
	---	EO-8085

THIS DWG. SUPERSEDES --- EO-7922

EFFECTIVE DATE 8/21/88

TRENCH EXCAVATION FOR GAS MAINS UP TO 350 PSIG

CONSOLIDATED EDISON COMPANY OF N.Y., INC.
GAS OPERATIONS DEPT.

DATE 7/21/88 DWG. NO. 309495 REV. 3
LAST REV. 3/12/08

GAS OPERATIONS CONSTRUCTION STDS. VOLUME 2 SECTION 5

End of Addendum No. 3
This addendum consists of fifty (50) pages.

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

PROJECT ID: MED608

WATER MAIN WORK AT

WASHINGTON SQUARE PARK - PHASE 1

INCLUDING SEWER, WATER MAIN, STREET LIGHTING,
AND TRAFFIC SIGNAL WORK

TOGETHER WITH ALL WORK INCIDENTAL THERETO
BOROUGH OF MANHATTAN
CITY OF NEW YORK

ADDENDUM NO.4

DATED: July 22, 2014

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS

1. The Contractor shall be responsible for compliance with all the provisions of the following Sections and Schedules, which are /hereby made a part of the original contract documents:
 - A. "SECTION U: Additional Contract Requirements Applying to Work Performed in the Presence of Privately Owned Utility Facilities" (Pages A4-3 through A4-13)
 - B. Schedule U-1 (Page A4-14)
 - C. Schedules U-2 (one for each Utility Company) (Pages A4-15 through A4-51)
 - D. Section U-3 Page A4-52 through A4-85) (as per the Private Utilities reference document for SECTION U called "CET SPECIFICATIONS AND SKETCHES", dated November 2010), Test Pits, Pages (A4-86 through A4-109) in this Addendum; and,
 - E. Utility drawings (6 Sheets) consisting of:
 - * Coned General Notes and Conditions (1 sheet)
 - * Coned Existing Facility Plans (2 sheets)
 - * Coned Proposed Facility Plans (2 sheets)
 - * ECS Existing Facility Plan (1 sheet)attached to the Plans.
2. Each facility operator shall provide inspectors at the work site to inspect methods of interference work, verify quantities and items of Utility Work, and coordinate all phases of the facility operator operations.
3. In addition, the following statements are made to provide clarification of various paragraphs under Section U:

- A. Section U, ¶4, requires the Contractor to immediately commence negotiations with each Company for an Interference Agreement under which the Company will compensate the Contractor for any Interference Work which the Company does not elect to perform with its own forces or by specialty contractors retained by the Company. Thus the Contractor is on notice that its work under the Contract may be affected by Interference Work performed by (a) the Contractor pursuant to a separate Interference Agreement with the Company, (b) the Company, or (c) partly by each.
- B. Section U, ¶2, informs the Contractor that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Contractor to perform the necessary Interference Work.
- C. The Contractor is hereby informed that the duration of the Contract as shown in Schedule A includes the time which may be necessary for the Company to perform whatever portion of the Interference Work which the Company elects to perform with its own forces or by specialty contractors retained by the Company.
- D. Section U informs the Contractor that the City has entered into a Utility Agreement with the Companies regarding interferences to the City work in this Contract created by the facilities owned and/or operated by such Companies. Pursuant to this Addendum, a sample of the Utility Agreement letter as executed by the Companies is annexed on page A4-13, as an Exhibit to the Contract. Signed copies of those Utility Agreement letters are on file with NYCDDC.
- E. The City has no contract with any of the Companies for work on or adjacent to the site of work under this Contract, and the Companies are not "Other Contractors" as defined for the purposes of this Contract. The Contractor is reminded, however, that pursuant to Section U, ¶4, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, regardless of whether such Interference Work is covered by an Interference Agreement between the Contractor and the Company or is performed by the Company using its own forces or by specialty contractors retained by the Company.
- F. Section U, ¶14, provides that the provisions of Section U are material provisions of the Contract and that the Contractor's failure to comply with the procedures set forth in Section U are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract. Pursuant to this Addendum, the Contractor is informed that the Performance Bond required of the Contractor pursuant to the Contract is not deemed to guarantee performance of any of the Interference Work.

Section U: Additional Contract Requirements Applicable to Work Performed in the Presence of Privately Owned Utility Facilities

The Contractor is hereby notified that pursuant to the law and franchise agreements issued by the City, certain private utility and public service companies named in Schedule U-1 ("the Companies") own and/or operate surface and/or subsurface facilities within the limits of this contract. The existence of these facilities impacts the productivity of the City work called for in the contract. In order to improve coordination of the City construction with the private utility facilities owned and/or operated by the Companies named in Schedule U-1, Article 1.06.30 of the Standard Highway Specifications of the New York City Department of Transportation, Dated November 1, 2010; Articles 1.06.14 through 1.06.17 of the General Provisions of the Standard Water Main Specifications of the New York City Department of Environmental Protection, dated August 1, 2009; and/or Articles 1.06.14 through 1.06.17 of the Standard Sewer Specifications of the New York City Department of Environmental Protection, Dated August 1, 2009; as applicable, are amended and will be implemented as follows:

1. *Pre-engineering:*

The anticipated scopes of private utility facilities interferences and anticipated work items and specifications are included in this contract. The locations of these interferences are indicated on the plans and/or listed in the specifications for this contract, and a schedule of estimated quantities by type of interference expected to be encountered within the limits of this project area have been listed on Schedule U-2. In addition, in Section U-3 the Companies have provided standard details and methods for supporting, protecting, relocating, and/or working around their facilities when they are in interference with City contract work.

2. *Means and methods for City work:*

- a) The Contractor is hereby notified that the utility interferences identified on the plans and/or listed in the Specifications to be known conditions which may impact the performance of, and/or interferes with, City work. The contractor will be required to perform such utility work as directed by the Resident Engineer in order to clear all utility interferences from the project site as required for satisfactory completion of City work within specified contract schedule.
- b) In areas serviced by overhead electric system, the contractor understands and by bidding for this contract agrees that he/she has reviewed the section 'U' package and

that he/she will be required to perform the public work in the presence of energized electrical overhead lines and appurtenances located in areas adjacent and/or within the project area. As a consequence he/she will select means and method of construction appropriate to maintain the safety clearances required or as permitted by contract specifications (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") in order to avoid damaging the insulation or shielding of these lines and also to prevent knocking them down. The duration of the contract as shown in Schedule A thus includes the time which may be necessary for the Contractor to remove, repair, protect, support, shift, relocate, temporarily remove and replace, work around and/or work in the presence of the Companies' facilities ("Interference Work") as described on the plans and/or specifications of the contract during the progress of the City work.

3. *Field inspection prior to construction:*

Prior to the start of any contract work in areas serviced by overhead electric lines, and after the award to the apparent low bidder for this contract, the contractor must request a field walk of the project area along with the operator of the overhead electrical facilities and the DDC Engineer-In-Charge. At that time the facility operator, pursuant to contract specification (e.g. "CET 350 – Overhead Accommodation Protection of Overhead Facilities, Poles, and Appurtenances") will confirm the type and condition of the overhead electrical lines and the sufficiency of their insulating properties with respect to the means and methods proposed by the contractor. The contractor must be prepared to describe in enough details his/her proposed means and methods of construction operations in order to anticipate the likelihood that electric lines insulation would be cut or otherwise compromised. Also such details will allow the facility operator to anticipate the need for added insulation and/or shielding of non-insulated lines.

4. *Compensation for interference work:*

Compensation for Interference Work is a matter of adjustment between the Contractor and each private utility company located within the limits of the project area and whose utility facilities are affected by City contract work. In particular, the City will not compensate the Contractor for any direct and/or indirect costs related to Interference Work, including, but not limited to, lost profit, increased overhead, or any other impact costs. Upon receipt of a Notice of Award from the City, the Contractor shall immediately commence negotiations with each of the Companies concerning the manner in which and the price for which the Contractor,

through its own forces or by others hired by it, will perform and be paid by the Company for all necessary Interference Work as defined above that the Company(ies) choose(s) not to perform with its(their) own forces or by specialty Contractors hired by it (them) (as per "Interference Agreement"). (Specialty contractors' work is limited to (i) insulation installation and removal, (ii) live gas and steam work, (iii) cleanup and disposal of hazardous materials, (iv) splicing live electrical and telecommunications facilities, and (v) work not traditionally performed by general construction contractors.)

5. *Interference Agreement:*

1. The Companies have provided estimate of the quantity of each of the types of interferences expected to be encountered in the contract in Schedule U-2. Although the parties may negotiate an Interference Agreement in any format or manner they deem fit, the Contractor is hereby advised that the Companies have indicated to the City that they will agree to compensate the Contractor on a unit price basis according to the Quantity and Types of Interferences expected to be encountered on this Contract as stated in Schedule U-2.
2. Furthermore, in Section U-3, standard unit work measurement and payment provisions are specified and shall apply only if the Contractor and affected Utility companies enters into a unit price based Interference Agreement, otherwise the unit of work measurement, and payment provisions set forth in Section U-3 shall not apply. The Contractor shall notify the City upon concluding an Interference Agreement with each of the Companies, which shall be binding and final once concluded.

6. *City contract work to continue without Interference Agreement :*

If, prior to the start of construction, as directed by the City's Order to work / Notice To Proceed (OTW/ NTP) date any of the Companies and the Contractor have not concluded an Interference Agreement as described above, then the City construction will proceed as ordered and the Contractor will be directed by the Resident Engineer to perform the City work on Time, Material and Equipment basis (T&M) as specified in standard City contract agreement Article 26.2. T&M records will include identification of types of utility facilities interfering with City work, utility facility owners, specifying the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work and crew size, such as: name and number of each worker employed on such work. T&M records will also indicate the hours of active time, standby time and idle time. The Company (ies) and the Contractor will maintain separate records of the actual quantity and cost of labor, materials,

and equipment expended, and will provide copies of this information to the other party on a daily basis for reconciliation. These T&M records along with cost evaluations will be submitted daily to the Resident Engineer for review and approval. The total cost of City work will be based on quantity of work performed multiplied by unit price contract bid items. The total interference cost will be calculated as the difference between the total T&M cost and total cost for City work. The Resident Engineer will conduct a monthly reconciliation session of the daily T&M records with the affected Company (ies) and contractor. If the contractor and affected utility companies cannot reconcile their T&M records, by the last day of each month, then the Resident Engineer will submit the approved City's T&M records along with total cost evaluations to the DDC Director of Construction who will review these records and recommend approval and validity certification by the DDC Deputy Commissioner.

1. Copies of the DDC approved and certified T&M records will then be transmitted by the DDC to the contractor and the utility companies. These certified records may be used by the contractor for compensation claims against the responsible private facility owners, or may be used by any party as supporting documentation in dispute regarding compensation for performing Interference Work as identified in Schedule U-2. The contractor will be required to perform City work while invoices are submitted by the contractor to the Utility companies for payment within 30 days, or while compensation disputes between contractor and affected company (ies) are submitted to Binding Arbitration process described in Paragraph 10.
2. All issues related to utility work and/ or delays due to compensation disputes or claims against utility companies are not allowable as justification for granting contract time extensions. The City may assess liquidated damages specified in the contract for net overall delays suffered by City contract work as a result of utility issues, disputes and claims.
3. The standard City contract dispute resolution process specified in Article 27 "Presentation of disputes to Commissioner", of the standard City contract agreement is not applicable to any disputes related to utility work and/ or compensation for such work or claim against utility companies. Utility work issues, disputes and claims may only be submitted to Binding Arbitration process described in Paragraph 10.
4. The contractor will notify the Resident Engineer when utility capital work not specified in Schedule U2 and/ or for utility work that require the intervention of company utility specialty crews causes excessive contractor's labor and equipment standby or idleness

and, thereby jeopardizing the City project schedule. The Resident Engineer will submit the facts to the DDC Director of construction who will recommend to the Deputy Commissioner regarding the issuance of a "48 hours notice" to the concerned utility company as authorized by the New York City administrative Code Section 19-143 and/or Section 24-521 as applicable.

5. Utility delays caused by utility capital work not listed in Schedule U2 and/ or by unavailability of utility specialty crews cannot be discounted for earning any contractual bonus when such bonus clause is included in a contract. However, if such specified bonus is not earned or disallowed by the City or if the City assesses specified liquidated damages as a result of such excessive delays, the contractor may seek damages from the responsible utility company (ies).

7. *Extra utility work with Utility Agreement:*

If during construction the Contractor encounters utility facilities interferences or utility scope of work that it believes is not covered by the Interference Agreement as described above, then the Contractor shall immediately notify the Company in writing, with a copy to the City, describing the nature and location of the extra work in question. The Company then has five (5) business days to investigate the conditions and then:

1. Advise the Contractor and the City in writing that no interference with its facilities exists at the location in question, and hence that the Contractor may proceed with City work without providing for any impact from Company facilities;
2. Advise the Contractor and the City in writing that the Interference Agreement negotiated pursuant to Paragraph (6), above, provides for the scope of work encountered, specifying the exact unit items and/or terms of the agreement that cover the work;
3. Advise the Contractor and the City in writing that it intends to perform the necessary utility Work with company forces or with its own contractor including, but not limited to, relocating its facility out of the way of the proposed City work. In this case, the Company shall provide a written schedule for the performance of the utility work it proposes to perform, which shall be subject to approval by the City based on its impact to the Contractor's currently approved progress schedule. Upon approval of the Company's schedule by the City, the Contractor shall provide access to the worksite to the Company and/or any contractors hired by it to perform this utility work. If necessary, the City may

grant a contract time extension for delays caused by the performance of such utility work by the company.

4. Reasonably specify in writing the scope of work to be performed by the Contractor on behalf of the Company that is not covered under the Interference Agreement negotiated pursuant to Paragraph (6), including, but not limited to, relocating, supporting, and/or protecting the Company's facilities, and/or shifting the City facility if approved by the Resident Engineer, and/or otherwise changing its operations to work in the presence of the Company's facilities. Should the Company elect this option, it must adequately define and provide an initial price offer for the work required to be performed.

8. *Means and Methods for utility work:*

Upon receipt of the Company's determination pursuant to paragraphs 7.2, or 7.4, above, the Contractor shall determine reasonable means and methods of performing the work defined by the Company. These means and methods are subject to approval of the Company, which shall not be unreasonably withheld. If, however, the Company objects to the Contractor's proposed means and methods then it shall define an alternate method of construction. Upon receipt of the Company's approval or its proposed alternate method of construction, the Contractor shall commence performance of the work defined by the Company as soon as possible, and shall perform the work in a good, workmanlike, and efficient manner, using the means and methods approved by the Company, in order to permit the City work to proceed in the most expeditious manner possible, but without imposing unreasonable and/or unnecessary costs on the Company. It is expressly understood by all parties that the City's rights pursuant to Article 4 of the Contract apply to Utility Work performed pursuant to this section.

9. *Disputed utility work covered by a utility agreement:*

The City Work will continue as described in paragraph 6 above. In the event of any dispute between the Company (ies) and the Contractor regarding any issue related to the performance of, or payment for, utility work, including, but not limited to, any indirect or impact costs incurred by the Contractor due to the Utility Work and/or to the existence of facilities owned or operated by the Company (ies) on the line of the work. The Company (ies) and the Contractor hereby agree to submit to each other a "Final Offer," in writing, by certified mail. Each party shall then have three business days to consider each other's Final Offer. In the event that neither party accepts the other's Final Offer within those three days, the Company (ies) and the Contractor agree to immediately submit the dispute to binding arbitration as described in Paragraph 10. During the pendency of any arbitration, the Company (ies) and the Contractor

shall maintain separate records of the actual quantity and cost of labor, materials, and equipment expended, and to provide copies of this information to the other party on a daily basis for reconciliation. Any and all disagreement with the records maintained and provided by the other, must be documented in writing to all parties. However, these records are solely for the benefit of presentation to the arbitrator, whose decision may not necessarily be based on these records and in any event is final. Both parties should be aware that the City will not confirm or deny the accuracy of any records maintained by either party for Utility work performed pursuant to a Utility Agreement. While the arbitration is pending, the Company shall pay the Contractor on a monthly basis, based on the price offered by the Company to the Contractor for the performance of the work.

10. Arbitration of utility work:

The arbitration of the issues described above shall be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association (hereinafter "the Rules" and "AAA") in effect on the date the arbitration is initiated except as set forth herein. The arbitration award shall be final and binding upon the parties to the arbitration and judgment upon the award may be entered in a court having jurisdiction.

- (a) Once an arbitrator(s) has been appointed by the AAA, the arbitration shall be scheduled as promptly as possible given the arbitrator(s) and the parties' schedules.
- (b) No later than seven days prior to the first arbitration hearing, Company and Contractor shall submit to the arbitrator(s), and to each other, a summary of each party's respective position and such other information as is deemed appropriate, along with a copy of each party's Final Offer as specified in paragraph 9.
- (c) The arbitration shall be conducted and concluded in two days.
- (d) On the morning of the first day of the arbitration, Contractor and/or representatives shall have 3 ½ hrs to make a presentation of its claim to the arbitrator. During its presentation, Contractor shall not be permitted to produce any documents or cost records which have not already been provided to the Company. Contractor shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (e) After lunch, Company and/or its representatives shall have two hours to ask Contractor questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Contractor questions about its claim and its presentation.

- (f) On the morning of the second day of the arbitration, Company and/or its representatives shall have 3 ½ hours to make a presentation of its claim to the arbitrator. During its presentation, the Company shall not be permitted to produce any documents or cost records which have not already been provided to the Contractor. The Company shall be permitted to produce any analysis or description of its claim which has been prepared for the purpose of its presentation.
- (g) After lunch, Contractor and/or its representatives shall have two hours to ask Company questions about its claim and its presentation. Thereafter the arbitrator(s) shall have two hours to ask Company questions about its claim and its presentation.
- (h) Subject to the above time limitations, the arbitrator(s) may conduct the arbitration in such manner as the arbitrator(s) deems reasonable.
- (i) The arbitrator(s) shall then have one week to select in writing, as the arbitrator ('s) award, that party's Final Offer which appears to be more reasonable, based on the presentations at the arbitration hearings.
- (j) The arbitrator shall have no discretion to grant an award other than one of the two Final Offers submitted by the parties.
- (k) Any award for work that has already been performed shall be paid on the 7th day after receipt of the arbitrator's decision, or on the 30th day after completion of the work, whichever is later. Payment for work not yet completed at the time of the arbitrator's decision shall be paid within 30 days of completion of work. Interest shall accrue from the date payment is due at the rate of 9% per annum. Either party may cause judgment to be entered in accordance with the arbitrator(s) decision in a court in the State of New York, County of New York.
- (l) The arbitrator's fees and any other costs of the arbitration shall be initially shared equally by Company and Contractor. The non-prevailing party shall then pay all arbitrator's fees and costs of the arbitration and shall reimburse the prevailing party for its share of such fees and costs theretofore paid.
- (m) The parties may, at any time, settle any matter submitted to arbitration.

11. Order-out waiver:

The Contractor and all subcontractors hired by it, if an Interference Agreement is executed as specified between the concerned parties, agree to waive any rights they may have, if any, under law, contract or otherwise to compel the City to assert any right the City may have, including the issuance of any directives required under the New York City Administrative Code, Section 19-143 and Section 24-521, to require any or all of the Companies to maintain, repair, replace, protect, support, shift, alter, relocate, and/or remove utility facilities in connection with the work to be performed under this contract. However, nothing in this section shall preclude the City from exercising its rights under the Law to issue such a directive to the Company.

12. Cost of insurance:

Each of the named Companies, at their option and if an Interference Agreement is executed as specified between the concerned parties, may be named as an additional insured on all insurance policies required to be maintained under this contract. In the event that a Company opts to be so named as an additional insured, the actual incremental cost, if any, to the Contractor of providing such insurance coverage shall be borne by that Company. The Contractor shall provide a written statement from its insurance provider documenting the actual cost of this added coverage to the Company. Under no circumstances shall the cost of insurance coverage on behalf of any Company be borne by the City. Nothing in this paragraph shall be interpreted to imply the City's acceptance of any additional responsibility or liability for any matter related to the performance of Utility Work. In particular, the Company and the Contractor bear joint and full responsibility to ensure that any Utility Work performed by the Contractor is in compliance with all applicable government and Company regulations.

13. Cost of utility interference work:

The Companies, by virtue of a prior agreement with the City, have agreed to perform their obligations described in this section. It is expressly understood that the cost of Utility Work shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the Company or Companies concerned. The City and the Contractor agree that the Companies are third party beneficiaries of this section of the contract, if a Utility Agreement is executed between the contractor and utility company (ies). The provisions of this section shall govern in all cases where Company property interferes with or is about to be disturbed by the City work, notwithstanding any other provision of the Contract, except for Natural Gas transmission/distribution facilities covered subject to the Gas Facility Cost Allocation Act (GFCAA) and covered separately in this contract.

14. Default declaration:

The Contractor agrees that the provisions of this section are material provisions of the contract, and that the Contractor's failure to comply with the procedures set forth above are sufficient for the Commissioner to declare the Contractor in default pursuant to Article 48 of the Contract.

15. NYS Labor Law:

The Contractor is hereby advised that New York State Labor Law applies to public work. The work described in this Section U of the contract performed by utility company (ies) with their own forces or vendors hired by such company (ies) is not public work.

16. Facility operators:

The insurance requirements in Paragraph 12 of this Section U apply to: (i) additional Companies, if any, who were not named in Schedule "A" but which have executed a Utility Agreement with the contractor for utility work; and (ii) additional coverage, if any, paid for by Utility Companies whose utility facilities are located within the project limits, that they may require for the utility work pursuant to an utility agreement between the contractor and such utility companies.

[End]

"STANDARD UTILITY LETTER OF AGREEMENT"

(Name)
Deputy Commissioner, Infrastructure Division
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: City Work Performed in the Presence of Private Utility Facilities
Project No: _____

Dear (Name):

This letter is to certify that _____, has requested the inclusion of the attached "Section U: Additional contract requirements applying to work performed in the presence of privately owned utility." The company agrees to abide by the terms of this Section U and to submit a schedule listing the scope of work, including the items and estimated quantities, and types of utility facilities to be supported and protected at the company's own expenses due to interferences with the Public work.

Sincerely,

By: Authorized Company Representative

Title

NOTARY PUBLIC

CERTIFIED AS TO FORM
AND LEGAL AUTHORITY:

By: _____

SCHED. U-1

SCHEDULE U - 1

LISTING OF COMPANIES NAMED FOR THIS CONTRACT

COMPANY NAME
Consolidated Edison
Empire City Subway
Time Warner

CONTACT NAME
Theresa Kong
Aubrey Makhanlall
John Piazza

CONTACT TELEPHONE
212-460-4834
718-977-8165
718-888-4261

SCHEDULE U-2

**MED608
WATER MAIN WORK AT
WASHINGTON SQUARE PARK (PHASE I)
BOROUGH OF MANHATTAN**

**FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITY AND TYPES OF INTERFERENCE
FOR CONSOLIDATED EDISON**

JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	6
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	9
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	2
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	3
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.	3
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	29
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	11
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	9
CET 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EA.	14
CET 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EA.	8
CET 109.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EA.	7
CET 110.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EA.	2
CET 110.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EA.	1
CET 111.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EA.	14
CET 111.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EA.	6
CET 111.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EA.	8
CET 200.1	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	115
CET 200.2	EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES	L.F.	10
CET 225.1A	INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	5
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	6
CET 225.1C	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	1

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WASHINGTON SQUARE PARK (PHASE I)
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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 300	SPECIAL CARE EXCAVATION AND BACKFILLING	C.Y.	160
CET 301	SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPES	C.Y.	10
CET 302	FIELD COATING OF OIL-O-STATIC FEEDER PIPES	L.F.	45
CET 303	FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL	C.Y.	80
CET 304A	FURNISH, DELIVER AND INSTALL CONCRETE ROAD BASE	C.Y.	40
CET 304B	FURNISH, DELIVER AND INSTALL CONCRETE SIDEWALK	C.Y.	40
CET 304C	BREAK, REMOVE, AND DISPOSE CONCRETE SIDEWALK	C.Y.	40
CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS	4
CET 330E-A.1	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .1)	L.F.	70
CET 330E-A.2	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .2)	L.F.	100
CET 330E-A.3	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .3)	L.F.	20
CET 330E-B.1	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .1)	L.F.	340
CET 330E-B.2	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .2)	L.F.	820
CET 330E-B.3	SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .3)	L.F.	50
CET 400	TEST PITS FOR UTILITY FACILITIES	C.Y.	50

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**MED608
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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES	C.Y.	180
CET 402.1	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	20
CET 402.1A	EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	60
CET 402.2	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	380
CET 402.2A	EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	20
CET 402.V1	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	20
CET 402.V1A	EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	60
CET 402.V2	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT	L.F.	180
CET 402.V2A	EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT	L.F.	20
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES	S.F.	600
CET 404	PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS WITH LESS THAN 24" COVER	S.F.	80
CET 406	EXCAVATION FOR UTILITY STRUCTURE	C.Y.	295
CET 450.1	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SURVEY CREW THAT WILL PERFORM TYPICAL FIELD SURVEY FUNCTIONS AND PROVIDE DATA ANALYSIS REPORTS	Crhrs.	430
CET 450.2	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: OPENING/CLOSING SUBSURFACE STRUCTURE COVER(S), SETTING/RESETTING MPT SETUP(S), ASSISTING UTILITY FACILITY/SPECIALTY CREW(S), PERFORMING CONDUIT OCCUPANCY IDENTIFICATION, CLEAN-UP STORAGE WORK-SITE AREA, ETC.	Crhrs.	580
CET 450.3	CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT NOT LIMITED TO: EXCAVATIONS DUE TO CABLE FAILURES, INCLUDING EMERGENCY TYPE EXCAVATIONS, CONSTRUCT MANHOLE ENCLOSURES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES, ETC.	Crhrs.	1,150
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	3,960

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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 501	REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES	C.Y.	40
CET 600.1	INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA.	L.F.	1,085
CET 600.2	INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA.	L.F.	725
CET 600.3	INSTALL 4 EA. 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA.	L.F.	705
CET 600.4	INSTALL 6 EA. 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA.	L.F.	85
CET 600.5	INSTALL 8 EA. 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA.	L.F.	435
CET 601.1	INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA.	L.F.	315
CET 601.2	INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA.	L.F.	180
CET 636 ED RD	ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH)	EA.	2
CET 636 EE RD	ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH)	EA.	2
CET 636 EG RD	ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH)	EA.	19
CET 636 MG	MOD. OF METHODS TO ACCOMM. UTILITY STREET HRDW. DURING PAVE. MILL. AND RESURF. OPS (41" TO UNDER 75" WIDTH)	EA.	14
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	C.Y.	85
CET 636 RS	STRUCTURAL REPAIR TO UTILITY STRUCTURES	C.Y.	20
CET 638 N	INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE	C.Y.	80
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	C.Y.	100
CET 700	SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER	C.Y.	80
CET 710.1	REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPES	L.F.	3,420
CET 710.2	REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPES	L.F.	40
CET 711	USE SHEETING LINE AS FORM	L.F.	240
CET 800	MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES	L.F.	50

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JOINT BID ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 801	MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES	L.F.	50
CET 803.2	LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL, ASPHALT AND CONCRETE ROADWAY	L.F.	60
CET 850	PLACING RUBBER SHEETS FOR UTILITY FACILITIES	S.F.	240
CET 1006V	6" VERTICAL OR ROLLED WATERMAIN OFFSET	EA.	6
CET 1012V	12" VERTICAL OR ROLLED WATERMAIN OFFSET	EA.	2
CET 1020V	20" VERTICAL OR ROLLED WATERMAIN OFFSET	EA.	2

CON EDISON CET SCOPE OF WORK
SUPPORT & PROTECTION

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CET 100.1 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1) EA.

At the following locations:

N/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST
W/S GREENE STREET N/O WASHINGTON SQUARE SOUTH
E/S WASHINGTON SQUARE EAST S/O WAVERLY PLACE
N/S WASHINGTON SQUARE NORTH E/O FIFTH AVENUE

Total quantity for CET 100.1 = 6

CET 100.2 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2) EA.

At the following locations:

E/S WASHINGTON SQUARE EAST N/O WASHINGTON SQUARE SOUTH
E/S GREENE STREET N/O WASHINGTON SQUARE SOUTH
E/S WASHINGTON SQUARE EAST S/O WASHINGTON PLACE
N/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST
W/S LA GUARDIA PLACE S/O WASHINGTON SQUARE SOUTH
N/S WASHINGTON SQUARE SOUTH E/O GREENE STREET
S/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST
N/S WASHINGTON SQUARE NORTH E/O FIFTH AVENUE

Total quantity for CET 100.2 = 9

CET 100.3 UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3) EA.

At the following locations:

N/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
S/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST

Total quantity for CET 100.3 = 2

CET 101.1 UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
INT. OF WASHINGTON SQUARE SOUTH AND GREENE STREET

Total quantity for CET 101.1 = 3

CON EDISON CET SCOPE OF WORK
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CET 101.2 UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
INT. OF WASHINGTON SQUARE SOUTH AND GREENE STREET

Total quantity for CET 101.2 = 3

CET 108.1 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
INT. OF WASHINGTON SQUARE SOUTH AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
MERCER STREET S/O WASHINGTON SQUARE SOUTH
WASHINGTON SQUARE SOUTH BTW MERCER STREET AND BROADWAY
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON PLACE E/O WASHINGTON SQUARE EAST
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
N/S WASHINGTON SQUARE NORTH W/O 5TH AVENUE

Total quantity for CET 108.1 = 29

CET 108.2 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2) EA.

At the following locations:

WASHINGTON SQUARE SOUTH BTW THOMPSON STREET AND LA GUARDIA PLACE
WASHINGTON SQUARE SOUTH BTW LA GUARDIA PLACE AND WASHINGTON SQUARE EAST
INT. OF WASHINGTON SQUARE SOUTH AND WASHINGTON SQUARE EAST
WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW MERCER STREET AND BROADWAY
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON PLACE
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH

Total quantity for CET 108.2 = 11

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CET 108.3 UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3) EA.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
WASHINGTON SQUARE SOUTH BTW MERCER STREET AND BROADWAY
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 108.3 = 9

CET 109.1 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND THOMPSON STREET
WASHINGTON SQUARE SOUTH BTW THOMPSON STREET AND LA GUARDIA PLACE
INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
WASHINGTON SQUARE SOUTH BTW LA GUARDIA PLACE AND WASHINGTON SQUARE EAST
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 109.1 = 14

CET 109.2 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND THOMPSON STREET
INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
INT. OF WASHINGTON SQUARE SOUTH AND WASHINGTON SQUARE EAST
INT. OF WASHINGTON SQUARE NORTH AND 5TH AVENUE

Total quantity for CET 109.2 = 8

CET 109.3 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3) EA.

At the following locations:

WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 109.3 = 7

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CET 110.1 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
WASHINGTON SQUARE SOUTH BTW LA GUARDIA PLACE AND WASHINGTON SQUARE EAST

Total quantity for CET 110.1 = 2

CET 110.2 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE

Total quantity for CET 110.2 = 1

CET 111.1 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
WASHINGTON SQUARE SOUTH BTW MERCER STREET AND BROADWAY
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 111.1 = 14

CET 111.2 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2) EA.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND WASHINGTON SQUARE EAST
WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
INT. OF WASHINGTON SQUARE NORTH AND 5TH AVENUE

Total quantity for CET 111.2 = 6

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CET 111.3 UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3) EA.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 111.3 = 8

CET 200.1 EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES L.F.

At the following locations:

N/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
S/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
E/S GREENE STREET N/O WASHINGTON SQUARE SOUTH
E/S WASHINGTON SQUARE EAST S/O WASHINGTON PLACE
W/S LA GUARDIA PLACE S/O WASHINGTON SQUARE SOUTH
S/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST
N/S WASHINGTON SQUARE NORTH E/O FIFTH AVENUE

Total quantity for CET 200.1 = 115

CET 200.2 EXTRA DEPTH EXCAVATION OF CATCH BASIN CHUTE CONNECTION PIPES L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 200.2 = 10

CET 225.1A INSTALLATION AND REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES EA.

At the following locations:

E/S WASHINGTON SQUARE EAST N/O WASHINGTON SQUARE SOUTH
N/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
S/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
E/S GREENE STREET N/O WASHINGTON SQUARE SOUTH
E/S WASHINGTON SQUARE EAST S/O WASHINGTON PLACE

Total quantity for CET 225.1A = 5

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CET 225.1B INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES

EA.

At the following locations:

N/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST
W/S LA GUARDIA PLACE S/O WASHINGTON SQUARE SOUTH
W/S GREENE STREET N/O WASHINGTON SQUARE SOUTH
E/S WASHINGTON SQUARE EAST S/O WAVERLY PLACE
S/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST
N/S WASHINGTON SQUARE NORTH E/O FIFTH AVENUE

Total quantity for CET 225.1B = 6

CET 225.1C REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES

EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 225.1C = 1

CET 300 SPECIAL CARE EXCAVATION AND BACKFILLING

C.Y.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
E/S UNIVERSITY PLACE N/O WAVERLY PLACE
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
5TH AVENUE N/O WASHINGTON SQUARE NORTH
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 300 = 160

CET 301 SPECIAL CARE EXCAVATION AND BACKFILLING FOR OIL-O-STATIC PIPES

C.Y.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET

Total quantity for CET 301 = 10

CET 302 FIELD COATING OF OIL-O-STATIC FEEDER PIPES

L.F.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
MERCER STREET S/O WASHINGTON SQUARE SOUTH

Total quantity for CET 302 = 45

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CET 303 FURNISH, DELIVER AND INSTALL TYPE 3/8 CLEAN SAND BACKFILL C.Y.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
MERCER STREET S/O WASHINGTON SQUARE SOUTH
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 303 = 80

CET 304A FURNISH, DELIVER AND INSTALL CONCRETE ROAD BASE C.Y.

At the following locations:

WAVERLY PLACE E/O WASHINGTON SQUARE EAST
INT. OF 5TH AVENUE AND WASHINGTON MEWS
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 304A = 40

CET 304B FURNISH, DELIVER AND INSTALL CONCRETE SIDEWALK C.Y.

At the following locations:

5TH AVENUE N/O WASHINGTON SQUARE NORTH
WASHINGTON SQUARE EAST N/O WASHINGTON SQUARE SOUTH
WASHINGTON SQ. SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQ. SOUTH BTW GREENE STREET AND MERCER STREET
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 304B = 40

CET 304C BREAK, REMOVE, AND DISPOSE CONCRETE SIDEWALK C.Y.

At the following locations:

5TH AVENUE N/O WASHINGTON SQUARE NORTH
WASHINGTON SQUARE EAST N/O WASHINGTON SQUARE SOUTH
WASHINGTON SQ. SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQ. SOUTH BTW GREENE STREET AND MERCER STREET
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 304C = 40

CET 305 FURNISH & INSTALL ASPHALT PAVING MIXTURE TONS

At the following locations:

WAVERLY PLACE E/O WASHINGTON SQUARE EAST
INT. OF 5TH AVENUE AND WASHINGTON MEWS
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 305 = 4

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CET 330E-A.1 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .1) L.F.

At the following locations:

LA GUARDIA PLACE S/O WASHINGTON SQUARE SOUTH

Total quantity for CET 330E-A.1 = 70

CET 330E-A.2 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .2) L.F.

At the following locations:

E/S GREENE STREET N/O WASHINGTON SQUARE SOUTH
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 330E-A.2 = 100

CET 330E-A.3 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT DO NOT REQUIRE SHEETING (TYPE .3) L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 330E-A.3 = 20

CET 330E-B.1 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .1) L.F.

At the following locations:

WASHINGTON SQUARE SOUTH BTW MERCER STREET AND BROADWAY
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 330E-B.1 = 340

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CET 330E-B.2 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .2) L.F.

At the following locations:

THOMPSON STREET S/O WASHINGTON SQUARE SOUTH
WASHINGTON SQUARE EAST N/O WASHINGTON SQUARE SOUTH
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE SOUTH BTW MERCER STREET AND BROADWAY
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST

Total quantity for CET 330E-B.2 = 820

CET 330E-B.3 SUPPORT & PROTECTION OF ELECTRIC, GAS AND STEAM FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE WITHIN TRENCH LIMITS. CITY EXCAVATIONS FOR THE INSTALLATION OF CITY FACILITIES THAT REQUIRE SHEETING (TYPE .3) L.F.

At the following locations:

5TH AVENUE N/O WASHINGTON SQUARE NORTH

Total quantity for CET 330E-B.3 = 50

CET 400 TEST PITS FOR UTILITY FACILITIES C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 400 = 50

CET 401 TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITY FACILITIES C.Y.

At the following locations:

S/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
5TH AVENUE N/O WASHINGTON SQUARE NORTH
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 401 = 180

CET 402.1 EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 402.1 = 20

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- CET 402.1A** **EXISTING CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** **L.F.**
- At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
- Total quantity for CET 402.1A = 60
-
- CET 402.2** **EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT** **L.F.**
- At the following locations:
S/S WASHINGTON SQUARE SOUTH E/O WASHINGTON SQUARE EAST
INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
5TH AVENUE N/O WASHINGTON SQUARE NORTH
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
- Total quantity for CET 402.2 = 380
-
- CET 402.2A** **EXISTING NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** **L.F.**
- At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
- Total quantity for CET 402.2A = 20
-
- CET 402.V1** **EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT** **L.F.**
- At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
- Total quantity for CET 402.V1 = 20
-
- CET 402.V1A** **EXISTING VACANT CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT** **L.F.**
- At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
- Total quantity for CET 402.V1A = 60
-
- CET 402.V2** **EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITHOUT CONCRETE ENCASEMENT** **L.F.**
- At the following locations:
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE
- Total quantity for CET 402.V2 = 180

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CET 402.V2A EXISTING VACANT NON-CONCRETE ENCASED CONDUITS PLACED IN FINAL POSITION WITH CONCRETE ENCASEMENT L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 402.V2A = 20

CET 403 PLACING STEEL PROTECTION PLATES FOR UTILITY FACILITIES S.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 403 = 600

CET 404 PIER & PLATE METHOD OF PROTECTION FOR DUCTILE IRON WATER MAINS WITH LESS THAN 24" COVER S.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 404 = 80

CET 406 EXCAVATION FOR UTILITY STRUCTURE C.Y.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WAVERLY PLACE BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
5TH AVENUE BTW WASHINGTON SQUARE NORTH AND WASHINGTON MEWS

Total quantity for CET 406 = 295

CET 450.1 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SIZE SURVEY CREW THAT WILL PERFORM TYPICAL FIELD SURVEY FUNCTIONS AND PROVIDE DATA ANALYSIS REPORTS Crhrs.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 450.1 = 430

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CET 450.2 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE SMALL SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: OPENING/CLOSING SUBSURFACE STRUCTURE COVER(S), SETTING/ RESETTING MPT SETUP(S), ASSISTING UTILITY FACILITY/SPECIALTY CREW(S), PERFORMING CONDUIT OCCUPANCY IDENTIFICATION, CLEAN-UP STORAGE WORK-SITE AREA, ETC. Crhrs.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 450.2 = 580

CET 450.3 CONSTRUCTION FIELD SUPPORT REQUIRING AN AVERAGE MEDIUM SIZE CREW CAPABLE OF PERFORMING VARIOUS TASKS, WHICH MAY INCLUDE BUT NOT LIMITED TO: EXCAVATIONS DUE TO CABLE FAILURES, INCLUDING EMERGENCY TYPE EXCAVATIONS, CONSTRUCT MANHOLE ENCLOSURES, DEWATERING UTILITY STRUCTURES AND EXCAVATIONS, OPENING/CLOSING TRAFFIC AND/OR PEDESTRIAN PLATES, ETC. Crhrs.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 450.3 = 1,150

CET 500 REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED) L.F.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WAVERLY PLACE BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
5TH AVENUE BTW WASHINGTON SQUARE NORTH AND WASHINGTON MEWS

Total quantity for CET 500 = 3,960

CET 501 REMOVAL OF ABANDONED MASONRY FOR UTILITY FACILITIES C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 501 = 40

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CET 600.5 INSTALL 8 EA. 4" OR 5" CONDUIT (ALL TYPES) IN UNPAVED AREA. L.F.

At the following locations:

WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 600.5 = 435

CET 601.1 INSTALL 1 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA. L.F.

At the following locations:

WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 601.1 = 315

CET 601.2 INSTALL 2 EA. 2", 4" OR 5" CONDUIT (ALL TYPES) IN PAVED AREA. L.F.

At the following locations:

WAVERLY PLACE BTW WASHINGTON SQUARE EAST AND GREENE STREET
5TH AVENUE BTW WASHINGTON SQUARE NORTH AND WASHINGTON MEWS
AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 601.2 = 180

CET 636 ED RD ADJUSTMENT OF UTILITY HARDWARE (30" TO UNDER 34" WIDTH) EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 636 ED RD = 2

CET 636 EE RD ADJUSTMENT OF UTILITY HARDWARE (34" TO UNDER 41" WIDTH) EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 636 EE RD = 2

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CET 636 EG RD ADJUSTMENT OF UTILITY HARDWARE (41" TO UNDER 75" WIDTH) EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 636 EG RD = 19

CET 636 MG MOD. OF METHODS TO ACCOMM. UTILITY STREET HRDW. DURING PAVE. MILL. AND RESURF. OPS (41" TO UNDER 75" WIDTH) EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 636 MG = 14

CET 636 RM REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES C.Y.

At the following locations:

INT. OF WASHINGTON SQUARE SOUTH AND THOMPSON STREET
INT. OF WASHINGTON SQUARE SOUTH AND LA GUARDIA PLACE
INT. OF WASHINGTON SQUARE SOUTH AND WASHINGTON SQUARE EAST
WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
INT. OF WASHINGTON SQUARE SOUTH AND MERCER STREET
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON PLACE
INT. OF WASHINGTON SQUARE EAST AND WASHINGTON SQUARE NORTH
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
INT. OF WASHINGTON SQUARE NORTH AND 5TH AVENUE
5TH AVENUE N/O WASHINGTON SQUARE NORTH
INT. OF WASHINGTON SQUARE EAST AND WAVERLY PLACE
AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 636 RM = 85

CET 636 RS STRUCTURAL REPAIR TO UTILITY STRUCTURES C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY CON EDISON REPRESENTATIVE

Total quantity for CET 636 RS = 20

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CET 638 N INSTALLATION OF FIELD CONSTRUCTED UTILITY STRUCTURE

C.Y.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WAVERLY PLACE BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
5TH AVENUE BTW WASHINGTON SQUARE NORTH AND WASHINGTON MEWS

Total quantity for CET 638 N = 80

CET 638 R BREAK OUT AND REMOVE UTILITY STRUCTURE

C.Y.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WAVERLY PLACE BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
5TH AVENUE BTW WASHINGTON SQUARE NORTH AND WASHINGTON MEWS

Total quantity for CET 638 R = 100

CET 700 SPECIAL MODIFICATION OF WORK METHODS TO ACCOMMODATE/PROTECT UNDERGROUND FACILITIES WITH LIMITED COVER

C.Y.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 700 = 80

CET 710.1 REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, UP TO AND INCLUDING 12" DIAMETER PIPES

L.F.

At the following locations:

WASHINGTON SQUARE SOUTH BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE SOUTH BTW GREENE STREET AND MERCER STREET
WASHINGTON SQUARE EAST BTW WASHINGTON SQUARE SOUTH AND WASHINGTON PLACE
WASHINGTON SQUARE EAST BTW WASHINGTON PLACE AND WASHINGTON SQUARE NORTH
WAVERLY PLACE BTW WASHINGTON SQUARE EAST AND GREENE STREET
WASHINGTON SQUARE NORTH BTW 5TH AVENUE AND WASHINGTON SQUARE EAST
5TH AVENUE BTW WASHINGTON SQUARE NORTH AND WASHINGTON MEWS

Total quantity for CET 710.1 = 3,420

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CET 710.2 REMOVAL OF ABANDONED UTILITY STEEL/ CAST IRON/ PLASTIC PIPES, OVER 12" AND UP TO AND INCLUDING 20" DIAMETER PIPES L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 710.2 = 40

CET 711 USE SHEETING LINE AS FORM L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 711 = 240

CET 800 MODIFICATION OF TROLLEY STRUCTURE REMOVAL WHEN CROSSING UTILITY FACILITIES L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 800 = 50

CET 801 MODIFICATION OF TROLLEY STRUCTURE REMOVAL PARALLEL TO UTILITY FACILITIES L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 801 = 50

CET 803.2 LINE CUT BY PNEUMATIC TOOLS IN LIEU OF SAW CUT ASSOCIATED WITH ROADWAY REMOVAL OPERATION, ASPHALT AND CONCRETE ROADWAY L.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 803.2 = 60

CET 850 PLACING RUBBER SHEETS FOR UTILITY FACILITIES S.F.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 850 = 240

CET 1006V 6" VERTICAL OR ROLLED WATERMAIN OFFSET EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 1006V = 6

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CET 1012V 12" VERTICAL OR ROLLED WATERMAIN OFFSET

EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 1012V = 2

CET 1020V 20" VERTICAL OR ROLLED WATERMAIN OFFSET

EA.

At the following locations:

AS ENCOUNTERED AND DIRECTED BY THE CON EDISON REPRESENTATIVE

Total quantity for CET 1020V = 2

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CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.	8.00
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.	1.00
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.	1.00
CET 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .4)	EA.	1.00
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.	4.00
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.	2.00
CET 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EA.	1.00
CET 101.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4)	EA.	1.00
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.	24.00
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.	5.00
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.	4.00
CET 108.4	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)	EA.	1.00
CET 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP. TO 24" DIAMETER (TYPE .1)	EA.	14.00
CET 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EA.	3.00
CET 109.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EA.	2.00
CET 109.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EA.	1.00
CET 110.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EA.	2.00
CET 110.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EA.	1.00
CET 110.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3)	EA.	1.00
CET 110.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4)	EA.	1.00
CET 111.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EA.	14.00
CET 111.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EA.	6.00

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CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 111.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EA.	1.00
CET 111.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4)	EA.	1.00
CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	9.00
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	1.00
CET 225.1C	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.	1.00
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.	35.00
CET 304A	FURNISH, DELIVER & INSTALL CONCRETE ROAD BASE	C.Y.	6.80
CET 304B	FURNISH, DELIVER & INSTALL CONCRETE SIDEWALK	C.Y.	4.10
CET 304C	BREAK, REMOVE, AND DISPOSE CONCRETE SIDEWALK	C.Y.	4.10
CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS	4.50
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.	1,140.00
CET 400	TEST PITS	C.Y.	20.00
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.	706.00
CET 402T.1A	EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.	10,260.00
CET 402T.2	EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.	L.F.	430.00
CET 402T.V1A	EXIST. VACANT CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.	L.F.	360.00
CET 403	PLACING STEEL PROTECTION PLATES FOR UTILITIES	S.F.	200.00
CET 500	REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)	L.F.	100.00
CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	C.Y.	20.00
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	C.Y.	20.00
CET 711	USE SHEETING LINE AS FORM	L.F.	18.00
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	3.00

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CET ITEM NUMBER	DESCRIPTION	Unit of Measure	Estimated Quantity
CET 1012V	12" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	3.00
CET 1020V	20" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.	2.00

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CET 100.1	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .1)	EA.
	At the following locations:	
	WEST 4TH STREET BTW. WASHINGTON SQ. EAST & GREENE STREET	2.00
	INT. OF WEST 4TH STREET & GREENE STREET	4.00
	S/S WAVERLY PLACE E/O WASHINGTON SQ. EAST	1.00
	N/S WASHINGTON SQ. NORTH E/O 5TH AVENUE	1.00
	Total quantity for CET 100.1 =	8.00
CET 100.2	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .2)	EA.
	At the following locations:	
	W/S LAGUARDIA PLACE S/O WASHINGTON SQUARE SOUTH	1.00
	Total quantity for CET 100.2 =	1.00
CET 100.3	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .3)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 100.3 =	1.00
CET 100.4	UTILITIES CROSSING TRENCH FOR CATCH BASIN CHUTE CONNECT. AND/OR TEST PIT (TYPE .4)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 100.4 =	1.00
CET 101.1	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	INT. OF WEST 4TH STREET. & GREENE STREET	4.00
	Total quantity for CET 101.1 =	4.00
CET 101.2	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	INT. OF WEST 4TH STREET. & GREENE STREET	2.00
	Total quantity for CET 101.2 =	2.00

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CET 101.3	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 101.3 =	1.00
CET 101.4	UTILITIES CROSSING TRENCH FOR SEWERS OVER 12" TO 24" DIAMETER (TYPE .4)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 101.4 =	1.00
CET 108.1	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	WASHINGTON SQ. SOUTH W/O THOMPSON STREET	3.00
	LA GUARDIA PLACE S/O WASHINGTON SQ. SOUTH	1.00
	WASHINGTON SQ. SOUTH BTW. LA GUARDIA PLACE & WASHINGTON SQ. EAST	2.00
	WEST 4TH STREET BTW. WASHINGTON SQ. EAST & GREENE STREET	2.00
	INT. OF WEST 4TH STREET & GREENE STREET	3.00
	WEST 4TH STREET BTW. GREENE STREET & MERCER STREET	3.00
	INT. OF WEST 4TH STREET & MERCER STREET	3.00
	WEST 4TH STREET BTW. MERCER STREET & BROADWAY	1.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	3.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	1.00
	INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	2.00
	Total quantity for CET 108.1 =	24.00
CET 108.2	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	WEST 4TH STREET BTW. WASHINGTON SQ. EAST & GREENE STREET	2.00
	INT. OF WEST 4TH STREET & GREENE STREET	1.00
	INT. OF WEST 4TH STREET & MERCER STREET	2.00
	Total quantity for CET 108.2 =	5.00
CET 108.3	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	WASHINGTON SQ. SOUTH BTW. THOMPSON STREET & LA GUARDIA PLACE	1.00
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.00
	WEST 4TH STREET BTW. MERCER STREET & BROADWAY	2.00
	Total quantity for CET 108.3 =	4.00

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CET 108.4	UTILITIES CROSSING TRENCH FOR WATERMAIN UP TO AND INCL. 12" DIAMETER (TYPE .4)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 108.4 = 1.00	
CET 109.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	THOMPSON STREET S/O WASHINGTON SQ. SOUTH	3.00
	INT. OF WASHINGTON SQ. SOUTH & THOMPSON STREET	1.00
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.00
	WASHINGTON SQ. SOUTH BTW. LA GUARDIA PLACE & WASHINGTON SQ. EAST	1.00
	E/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	1.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	2.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	1.00
	INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	2.00
	FIFTH AVENUE N/O WASHINGTON SQ. NORTH	2.00
	Total quantity for CET 109.1 = 14.00	
CET 109.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	WASHINGTON SQ. SOUTH BTW. LA GUARDIA PLACE & WASHINGTON SQ. EAST	1.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. SOUTH	1.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	1.00
	Total quantity for CET 109.2 = 3.00	
CET 109.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & THOMPSON STREET	1.00
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.00
	Total quantity for CET 109.3 = 2.00	
CET 109.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 12" AND UP TO 24" DIAMETER (TYPE .4)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 109.4 = 1.00	

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CET 110.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	LA GUARDIA PLACE S/O WASHINGTON SQ. SOUTH	1.00
	WASHINGTON SQ. SOUTH BTW. LA GUARDIA PLACE & WASHINGTON SQ. EAST	1.00
	Total quantity for CET 110.1 = 2.00	
CET 110.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	WASHINGTON SQ. SOUTH BTW. LA GUARDIA PLACE & WASHINGTON SQ. EAST	1.00
	Total quantity for CET 110.2 = 1.00	
CET 110.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.00
	Total quantity for CET 110.3 = 1.00	
CET 110.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 24" AND UP TO 36" DIAMETER (TYPE .4)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 110.4 = 1.00	
CET 111.1	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .1)	EA.
	At the following locations:	
	WEST 4TH STREET BTW. WASHINGTON SQ. EAST & GREENE STREET	2.00
	E/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	1.00
	INT. OF WEST 4TH STREET & GREENE STREET	2.00
	WEST 4TH STREET BTW. GREENE STREET & MERCER STREET	2.00
	INT. OF WEST 4TH STREET & MERCER STREET	1.00
	WEST 4TH STREET BTW. MERCER STREET & BROADWAY	1.00
	INT. OF WASHINGTON SQ. NORTH & WASHINGTON SQ. EAST	1.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	1.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	2.00
	INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	1.00
	Total quantity for CET 111.1 = 14.00	

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CET 111.2	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .2)	EA.
	At the following locations:	
	WEST 4TH STREET BTW. WASHINGTON SQ. EAST & GREENE STREET	2.00
	INT. OF WEST 4TH STREET & GREENE STREET	2.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	1.00
	INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	1.00
	Total quantity for CET 111.2 = 6.00	
CET 111.3	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .3)	EA.
	At the following locations:	
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. SOUTH	1.00
	Total quantity for CET 111.3 = 1.00	
CET 111.4	UTILITIES CROSSING TRENCH FOR WATERMAIN OVER 36" AND UP TO 48" DIAMETER (TYPE .4)	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 111.4 = 1.00	
CET 225.1A	REMOVAL AND INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	W/S LAGUARDIA PLACE S/O WASHINGTON SQUARE SOUTH	1.00
	WEST 4TH STREET BTW. WASHINGTON SQ. EAST & GREENE STREET	2.00
	W/S GREENE STREET N/O WEST 4TH STREET	1.00
	E/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	2.00
	E/S WASHINGTON SQ. EAST BTW. WASHINGTON PLACE. & WAVERLY PLACE	1.00
	S/S WAVERLY PLACE E/O WASHINGTON SQUARE EAST.	1.00
	N/S WASHINGTON SQ. NORTH E/O 5TH AVENUE	1.00
	Total quantity for CET 225.1A = 9.00	
CET 225.1B	INSTALLATION OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	N/S WASHINGTON PLACE E/O WASHINGTON SQ. EAST	1.00
	Total quantity for CET 225.1B = 1.00	

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CET 225.1C	REMOVAL OF CATCH BASINS WITH UTILITY INTERFERENCES	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	1.00
	Total quantity for CET 225.1C = 1.00	
CET 300	SPECIAL CARE EXCAVATION & BACKFILLING	C.Y.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	5.00
	WASHINGTON SQ. EAST BTW. WASHINGTON PLACE & WASHINGTON SQ. NORTH	10.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	5.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	5.00
	INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	5.00
	FIFTH AVENUE N/O WASHINGTON SQ. NORTH	5.00
	Total quantity for CET 300 = 35.00	
CET 304A	FURNISH, DELIVER & INSTALL CONCRETE ROAD BASE	C.Y.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	2.50
	INT. OF WEST 4TH STREET & GREENE STREET	4.30
	Total quantity for CET 304A = 6.80	
CET 304B	FURNISH, DELIVER & INSTALL CONCRETE SIDEWALK	C.Y.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.10
	INT. OF WEST 4TH STREET & GREENE STREET	
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	2.00
	Total quantity for CET 304B = 4.10	
CET 304C	BREAK, REMOVE, AND DISPOSE CONCRETE SIDEWALK	C.Y.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.10
	INT. OF WEST 4TH STREET & GREENE STREET	1.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	2.00
	Total quantity for CET 304C = 4.10	

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CET 305	FURNISH & INSTALL ASPHALT PAVING MIXTURE	TONS
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	1.70
	INT. OF WEST 4TH STREET & GREENE STREET	2.80
	Total quantity for CET 305 = 4.50	
CET 330T	SUPPORT & PROTECTION OF COMMUNICATION UTILITY FACILITIES DURING EXCAVATION OF CITY TRENCH WHEN FACILITIES LIE IN OR CLOSE PROXIMITY TO TRENCH LIMITS	L.F.
	At the following locations:	
	LA GUARDIA PLACE S/O WASHINGTON SQ. SOUTH	50.00
	WASHINGTON SQ. SOUTH BTW. LA GUARDIA PLACE & WASHINGTON SQ. EAST	170.00
	WEST 4TH STREET BTW. GREENE STREET & MERCER STREET	200.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON PLACE	70.00
	WASHINGTON SQ. EAST BTW. WASHINGTON PLACE & WASHINGTON SQ. NORTH	80.00
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	70.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	480.00
	FIFTH AVENUE N/O WASHINGTON SQ. NORTH	20.00
	Total quantity for CET 330T = 1,140.00	
CET 400	TEST PITS	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	20.00
	Total quantity for CET 400 = 20.00	
CET 401	TRENCH EXCAVATION FOR ADJUSTMENT OF UTILITIES	C.Y.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	53.40
	INT. OF WASHINGTON SQ. SOUTH & WASHINGTON SQ. EAST	46.70
	E/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	260.00
	W/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	88.90
	INT. OF WEST 4TH STREET & GREENE STREET	29.60
	WEST 4TH STREET BTW. MERCER STREET & BROADWAY	73.40
	INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	22.20
	E/S WASHINGTON SQ. EAST S/O WAVERLY PLACE	60.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	41.50
	INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	29.60
	Total quantity for CET 401 = 706.00	

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
MED608 - WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
WASHINGTON SQUARE PARK
BOROUGH OF MANHATTAN

CET 402T.1A **EXIST. OCCUPIED CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.** **L.F.**

At the following locations:

INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	270.00
INT. OF WASHINGTON SQ. SOUTH & WASHINGTON SQ. EAST	1,200.00
E/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	3,600.00
W/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	1,800.00
WEST 4TH STREET BTW. MERCER STREET & BROADWAY	510.00
INT. OF WASHINGTON SQ. EAST & WASHINGTON SQ. NORTH	270.00
E/S WASHINGTON SQ. EAST S/O WAVERLY PLACE	2,400.00
WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	210.00

Total quantity for CET 402T.1A = 10,260.00

CET 402T.2 **EXIST. OCCUPIED NON-CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITHOUT CONCR. ENCSMNT.** **L.F.**

At the following locations:

INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	210.00
E/S WASHINGTON SQ. EAST BTW. WASHINGTON SQ. SOUTH & WASHINGTON PLACE	30.00
INT. OF WEST 4TH STREET & GREENE STREET	80.00
WEST 4TH STREET BTW. MERCER STREET & BROADWAY	30.00
INT. OF WASHINGTON SQ. NORTH & FIFTH AVENUE	80.00

Total quantity for CET 402T.2 = 430.00

CET 402T.V1A **EXIST. VACANT CONCR. ENCASED CONDUITS PLCD. IN FINAL POS. WITH CONCR. ENCSMNT.** **L.F.**

At the following locations:

INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	360.00
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Total quantity for CET 402T.V1A = 360.00

CET 403 **PLACING STEEL PROTECTION PLATES FOR UTILITIES** **S.F.**

At the following locations:

AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	200.00
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Total quantity for CET 403 = 200.00

CET 500 **REMOVAL OF ABANDONED UTILITY CONDUITS (NON-CONCRETE ENCASED)** **L.F.**

At the following locations:

AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	100.00
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Total quantity for CET 500 = 100.00

EMPIRE CITY SUBWAY CET SCOPE OF WORK
SUPPORT & PROTECTION
MED608 - WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
WASHINGTON SQUARE PARK
BOROUGH OF MANHATTAN

CET 636 RM	REBUILDING AND MODIFICATIONS TO UTILITY STRUCTURES	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	20.00
	Total quantity for CET 636 RM = 20.00	
CET 638 R	BREAK OUT AND REMOVE UTILITY STRUCTURE	C.Y.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	20.00
	Total quantity for CET 638 R = 20.00	
CET 711	USE SHEETING LINE AS FORM	L.F.
	At the following locations:	
	INT. OF WASHINGTON SQ. SOUTH & LA GUARDIA PLACE	13.00
	WASHINGTON SQ. NORTH BTW. FIFTH AVENUE & WASHINGTON SQ. EAST	5.00
	Total quantity for CET 711 = 18.00	
CET 1006V	6" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	3.00
	Total quantity for CET 1006V = 3.00	
CET 1012V	12" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	3.00
	Total quantity for CET 1012V = 3.00	
CET 1020V	20" VERTICAL OR ROLLED WATER MAIN OFFSET	EA.
	At the following locations:	
	AS ENCOUNTERED OR DIRECTED BY ECS FIELD REPRESENTATIVE	2.00
	Total quantity for CET 1020V = 2.00	

4/25/2014

MED608 - ESC CET Scope.xlsx - CET SCOPE

FOR INFORMATION ONLY
ENGINEER'S ESTIMATE OF QUANTITIES AND TYPES OF INTERFERENCE
TIME WARNER CABLE OF NEW YORK CITY
MED 608
Water Main Work At Washington Square Park
Phase 1
Borough of Manhattan

CET ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY
108.1	UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER	EA	1
109.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" DIAMETER TO 24" DIAMETER	EA	1
111.1	UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" DIAMETER TO 48" DIAMETER	EA	2
330	SUPPORT & PROTECTION OF UTILITY IN CITY TRENCH	LF	60

TIME WARNER CABLE
SUPPORT & PROTECTION
MED608
Water Main Work At Washington Square Park
Phase 1
Borough of Manhattan

CET 108.1 UTILITIES CROSSING TRENCH FOR WATER MAIN UP TO & INCLUDING 12" DIAMETER At the following location: Intersection of West 4th Street & Greene Street	EA 1
Total quantity for CET 108.1	1
CET 109.1 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 12" TO 24" DIAMETER At the following location: Intersection of Washington Square South & Washington Square East	EA 1
Total quantity for CET 109.1	1
CET 111.1 UTILITIES CROSSING TRENCH FOR WATER MAIN OVER 36" TO 48" DIAMETER At the following locations: Intersection of Washington Square South & Washington Square East Intersection of West 4th Street & Greene Street	EA 1 1
Total quantity for CET 111.1	2
CET 330 SUPPORT & PROTECTION OF UTILITY IN CITY TRENCH At the following locations: SEC Washington Square South & Thompson Street Intersection of Washington Square South & Washington Square East	LF 50 10
Total quantity for CET 330	60

SECTION U-3

(NO TEXT IN THIS SECTION)

CET 850 (CUSTOM – MED 608) - Placing Rubber Sheets for Utility Facilities

A. Description

Under this Section, the Contractor shall place permanent Rubber Sheets supplied by the facility operator(s) to protect utility facilities where directed by the facility operator(s) in consultation with the Resident Engineer.

B. Materials

Materials shall be supplied and delivered by the facility operator(s) at the job site or Construction Yard as directed by the Contractor.

C. Method of Construction

Rubber Sheets shall be placed in accordance with the attached facility operator(s) Specification for the Installation of High Pressure Pipe for 69, 138 and 345 kV Cable Systems, CE-TS-3352, under section 1.2.4.

D. Method of Measurement

The quantity for payment shall be the area of permanent rubber sheets installed and measured in Square Feet (S.F.). Each rubber sheet is typically 1/2" thick, 48" wide by 18' long.

E. Price to Cover

The unit price bid shall cover the cost of all labor, material, equipment, insurance, and incidentals necessary to complete the work.

F. References

1. Specification for the Installation of High Pressure Pipe For 69, 138 and 345 kV Cable Systems, CE-TS-3352.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
4 IRVING PLACE
NEW YORK, NEW YORK 10003

ENGINEERING SPECIFICATION

CE-TS-3352

SPECIFICATION FOR THE INSTALLATION
OF HIGH PRESSURE PIPE
FOR 69, 138 AND 345 KV CABLE SYSTEMS

SECTION I – GENERAL REQUIREMENTS
REVISION 16

February, 2007

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Chief Electrical Engineer / Date

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SECTION I – GENERAL REQUIREMENTS

1.0 SCOPE

- 1.1 This specification covers the installation and testing of high pressure pipes for the 69 kV, 138 kV and 345 kV cable systems inside and outside of station areas. It includes pipes to be occupied by the pipe type cable system and the pipes to be used for dielectric fluid associated with pressurizing or cooling of the feeders.
- 1.2 This specification also:
 - 1.2.1 Identifies all equipment and materials to be supplied and installed by the Contractor.
 - 1.2.2 Identifies all equipment to be supplied by others and installed by the Contractor.
 - 1.2.3 Identifies the location where the equipment and materials are to be installed by the Contractor.
 - 1.2.4 Describes the conditions to be met for the installation of the equipment and materials.
 - 1.2.5 Supply the Contractor with Company and/or Manufacturer's drawings showing details for the proper installation of equipment.

2.0 PROJECT DESCRIPTION

- 2.1 Installation of high pressure pipe for 69, 138 and 345 kV cable systems.

3.0 APPLICABLE STANDARDS AND REFERENCES

- 3.1 The latest editions of the following laws, regulations, codes and standards issued by the following organizations and agencies are applicable to the scope of work covered in this specification:
 - 3.1.1 Institute of Electronic and Electrical Engineers (IEEE)
 - 3.1.2 National Electric Code (NEC)
 - 3.1.3 National Electric Safety Code (NESC)
 - 3.1.4 American National Standards Institute (ANSI)
 - 3.1.5 National Electric Manufacturers Association (NEMA)
 - 3.1.6 New York State Department of Environmental Conservation (NYSDEC)
 - 3.1.7 New York City Department of Environmental Protection (NYCDEP)
 - 3.1.8 United States Environmental Protection Agency (EPA)

3.1.9 Occupational Safety and Health Administration (OSHA)

3.1.10 "Articles of the General Condition" of the Consolidated Edison Company of New York, Inc.

3.1.11 Contractor HASP Manual.

3.2 All violations arising from non-compliance of applicable standards and references are the responsibility of the Contractor and shall be promptly rectified.

4.0 CONTRACT DRAWINGS, SUPPLEMENTAL SPECIFICATIONS, AND MATERIALS LISTS

4.1 Drawings, specifications and material lists (electrical, transmission, mechanical, civil, etc.) are provided in Section III of this specification.

4.2 All specifications and drawings attached or referenced herein are the latest revisions. Any new revisions dealing with the subject removals will be furnished as an addendum to the specification and attached tables. All work shall be performed in accordance with the latest detail specification and drawings.

4.3 The Contractor shall submit the "As Built" Drawings within three months after the changes have been incorporated in order that the original drawings may be revised.

4.4 The bid drawings are construction drawings. The Contractor shall do all work strictly in accordance with such construction drawings.

4.5 Specifications and the drawings are complementary and are intended to completely describe the work and what is called for by one, shall be as if, called for by both. If there are any discrepancies or obvious errors in them, the Contractor shall refer the same to the Company for its decision and shall abide by that decision.

4.6 Materials or work described in words or phrases, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.7 Certain notes on equipment manufacturers' drawings included in the specification, such as "by others" do not apply to this specification. These notes apply to the equipment manufacturer only and the Contractor shall request a clarification by the Company, when in doubt of their interpretation

4.8 Final installation drawings covering this work will be issued for construction purposes. The Contractor shall do all the work strictly in accordance with such installation drawings.

4.9 In cases where it may be found impracticable to adhere strictly to a drawing during construction, the Contractor shall inform the Company's representative on the job, who may authorize the Contractor to modify the work and who will initiate the revision of the drawings involved.

4.10 The Company will submit to the Contractor a schedule for the performance of the work covered by this specification to which the Contractor shall be required to adhere. Changes in this schedule may be made by mutual agreement of both parties.

- 4.11 The Contractor shall submit shop or setting drawings and schedules required for the work of the various trades; and the Company will review and approve the drawings with reasonable promptness. The Contractor shall make any corrections required by the Company.

5.0 SUBMITTALS

- 5.1 All work by the Contractor shall be performed in accordance with the submitted and approved, site specific Environmental, Health and Safety Plan (eHASP).
- 5.2 The Contractor is responsible for submitting an Environmental and Construction Plan prior to start of all work. The ECP will be approved by the Company.
- 5.3 The Contractor shall furnish for approval any samples of material or workmanship as required and requested by the Company. The final work shall be done in accordance with approved samples.
- 5.4 The Contractor shall submit to the Company, copies of all required permits, licenses, etc., prior to the start of work.

6.0 SITE REPRESENTATION

6.1 Definitions

- 6.1.1 Field Representative – When work is performed by a contractor, a representative of the Company's Construction Department, herein referred to as "Field Representative", shall be designated to confer with the Contractor on details concerning the performance of work covered by this Specification. Any proposed tools, equipment or methods for performing the work shall be subject to the Field Representative's approval. He/she shall be notified of all tests so that he/she may arrange to witness the tests, and all test data taken shall be submitted to him/her for approval before the items of work concerned shall be considered as satisfactorily performed. Except where otherwise indicated, the work covered by this specification is to be performed by the contractor.
- 6.1.2 Engineer – A Discipline Engineer assigned the responsibility for a project by the Central Engineering Department, Transmission Feeders Engineering section, herein shall be referred to as "the Engineer". He/she shall have final responsibility for any changes and exceptions to this specification. Drawings and specifications listed in Section III shall be considered as part of this Specification. Variations affecting the system design or layout concerning the final quality or condition of the work shall be referred to the Engineer for approval. Construction methods shall have the approval of the Construction Department.
- 6.2 Upon execution of the Contract, the Company will identify in writing to the Contractor, an Engineering Field Representative for the Project. The Engineering Field Representative shall have full authority to act, or to cause others to act, on behalf of the Company, to assure that the work is carried out in full compliance with the requirements of the Contract, and to otherwise generally protect the interests of the Company. The Company may change the Engineering Field Representative at any time by notifying the Contractor, in writing, of the name of the new Engineering Field Representative and the effective date of the change.

- 6.3 The Company may also designate one or more additional persons to carry out certain responsibilities on its behalf, and, in that event, the Engineering Field Representative will instruct the Contractor as to the relationship between the Engineering Field Representative and such other designated persons.
- 6.4 Except as specifically set forth elsewhere in these General Requirements or as may be otherwise directed by the Engineering Field Representative, in writing, the Engineering Field Representative shall be the principal first point of contact for the Contractor in all matters relating to the execution of the Work.
- 6.5 No action or decision of the Engineering Field Representative or any other representative of the Company will in any way supersede or diminish the Contractor's obligation to perform the Work in complete conformance with all requirements of the Contract.

7.0 QUALITY ASSURANCE

7.1 Qualification and personnel certifications

- 7.1.1 The Contractor shall provide copies of all necessary documentation for personnel qualification and certifications required to perform the work.

7.2 Regulatory and permit requirements

- 7.2.1 The Contractor shall obtain all necessary regulatory and permits required to complete the work and the project. Copies of all permits, licenses, etc, shall be provided to the Company and maintained at the work site. This includes but is not limited to:

- a. Asbestos permits (ACP-5, ACP-7)
- b. SPDES permits
- c. Waste disposal permits
- d. Building demolition permits

7.3 Test reports, material certifications, and code stamps

- 7.3.1 The Contractor shall obtain all necessary code stamps for any materials. He shall also obtain and provide copies of all test reports and material certifications for materials, products, etc.

8.0 PROPOSALS

- 8.1 Prior to and as necessary during the progress of the work under the contract, the Contractor's representative shall confer with the Company's representative at the job for the purpose of formulating a working program, so that the work performed under one or more contracts may be coordinated to prevent, if possible, any interference with the progress of work of the other Contractors.

9.0 SEQUENCING AND SCHEDULING

- 9.1 All work shall be carried out in such a manner that there will be no interference with station operation. The Company, through a designated representative, will arrange for outages of equipment and for assuring safe working conditions where electrical circuits and equipment are involved. No work on normally alive electrical circuits shall be started without the express permission of the Company's designated representative.
- 9.2 The Contractor shall do all possible preparatory work in advance of equipment shutdown, and he shall provide adequate manpower to do the outage work in the time allotted. The Company reserves the right to perform any items of work which because of operating conditions, should, in the Company's opinion, be performed by Company forces.
- 9.3 No work will be permitted on live electrical circuits, or in central control areas. No cutting will be allowed into floors, walls or ducts without express approval of the Company's inspectors and the Station Supervisor. The station will be maintained in operation during the entire construction period. No compartments, doors or cabinets may be opened or entered into without Company approval. When permission is obtained to work in operating areas, adequate safety precautions shall be exercised to protect personnel and equipment, including barriers, signs and roped-off area. The work schedule shall include allowance for periods when equipment may be taken out of service for alteration, and for work in confined spaces.

10.0 TRAINING DEMONSTRATION

- 10.1 None Required

11.0 OWNER ACCEPTANCE

- 11.1 A final joint inspection of the completed installation shall be made by representatives of the Company and the Contractor. Final acceptance of the Contractor's work will be contingent upon this inspection in conjunction with other requirements of the contract.
- 11.2 The Company and its representatives shall at all times have access to the Work and the Contractor shall provide proper facilities for such access and for the inspection and testing of the Work.
- 11.3 The Contractor shall keep the Company and the Architect informed of the progress of the Work and shall notify the Company sufficiently in advance of enclosing items of Work, or the work of other contractors, to provide reasonable time for the Company to perform the necessary inspection. No Work, nor the work of other contractors, shall be closed or covered until it has been duly inspected and approved. Should uninspected work or work of other Contractors be covered by the Contractor prior to its inspection, the Contractor shall, if directed by the Company and at its own expense, uncover all such Work, or such work of other contractors, so that it can be properly inspected, and after such inspection the Contractor shall properly repair and replace all affected Work, or work of other contractors, at its own cost and expense.
- 11.4 The Company shall arrange for such inspection of the Work as may be necessary. If, in the opinion of the Company or Architect, the Work is not being installed as required by the Contract, the Company may order such work stopped pending further investigation and a decision by the Company.

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FOR 69, 138, AND 345 kV CABLE SYSTEMS
FEBRUARY, 2007

- 11.5 Tests to determine the quality of materials will, unless otherwise specified, be ordered by the Company at the discretion of the Company. If the specifications require the Contractor to provide the inspection service or tests, such inspection or tests shall be made by an engineer or laboratory approved by the Company. Such engineer or laboratory must furnish the Company with as many copies of any inspection or test reports as may be requested. Unless otherwise specified, tests on materials are to be made in accordance with standard methods adopted by the American Society for Testing and Materials.
- 11.6 The right of the Company to inspect and generally supervise the Work is to make certain that the Work conforms to the drawings and specifications and the other Contract Documents. Such inspection and general supervision are not intended to control the contractor as to the manner of performance of the Work.
- 11.7 Any Work installed by the Contractor and found, by the Company, to be defective, or not in strict conformance with the requirements of the drawings and specifications, shall be corrected or removed immediately and satisfactory materials or Work substituted therefore without delay, unless the Company approves such Work subject to an appropriate adjustment in the contract price. The Contractor shall also make good the work of all the other Contractors destroyed or damaged by such corrective Work, removal or replacement. The cost of such corrective Work, removal and replacement shall be at the expense of the Contractor. The Contractor shall promptly remove all rejected materials from the Premises. The Company's authority to reject any Work of the Contractor and any decision of either exercising or not exercising such authority shall not give rise to any duty or responsibility of the Company to the Contractor or any Subcontractor or Supplier.
- 11.8 Should the Company elect, at any time before Final Acceptance, to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to remove or uncover such Work to permit such inspection, examination or testing. If such Work is found to be defective or nonconforming in any significant respect, the Contractor shall pay all the expenses of such removal, uncovering, examination, testing and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract documents, the Company shall compensate the Contractor by Change Order, for reasonable additional incurred costs involved in such removal, uncovering, examination, testing and reconstruction and if completion of the Work has been delayed thereby, the Company shall grant the Contractor a reasonable extension in the time allowed for completion.
- 11.9 No previous inspection or payment shall be held as an acceptance of defective Work or materials or relieve the Contractor from the obligation to furnish sound materials and perform satisfactory Work in accordance with the Contract Documents.
- 11.10 Final payment shall not relieve the Contractor of the responsibility for faulty materials or workmanship. The Contractor shall remedy all such defects, paying the cost of such corrective Work and of repair of any damage to other work resulting there from, which shall appear within any guarantee or warranty period provided by the Contractor

Section II – PRODUCTS AND SERVICES

1.0 WORK TO BE PERFORMED BY CONTRACTOR

1.1 General

1.1.1 Dry Air

Prior to the introduction of dry air into any pipe, a Company Representative shall test the air to be used. The dry air and its moisture content shall be in accordance with Con Edison Specification No. EI-4147, latest revision. Compressed air, furnished in trailer loads or bottles from an approved supplier and meeting the specified dew point requirements may be used. Since there is the danger of asphyxiation whenever work is to be done in an enclosed space every precaution shall be taken to insure adequate ventilation whenever and wherever personnel must enter such areas.

1.1.2 Cleanliness

Every precaution shall be taken to prevent the entrance of dirt, moisture or any other contaminant into any pipe, and all methods and operations by the Contractor shall be subjected to approval by the Field Representative as to the adequacy of these precautions.

1.1.3 Testing

The Company reserves the right to perform testing with its own personnel. Testing is required to insure the quality of the work or may be needed to provide data concerning the installation.

1.1.4 Excavating Trenches and Openings

- a. All trenches shall be excavated true to the centerline and grade shown on the approved plan and profile drawings except where unforeseen interferences are encountered. In such cases, specific approval shall be obtained from the Field Representative for appropriate modifications.
- b. In general, the trench shall be excavated to a depth sufficient to provide a minimum of thirty-six inches of cover over the cable pipe or pipes as indicated in Specification No. EO-12640-B, latest revision. When less than twenty-four inches of cover over the cable pipes or pipes associated with pressurization or cooling of the feeders is authorized because of special conditions, suitable guards shall be placed over any pipes having insufficient cover prior to backfill. Such guards shall be flat steel plates having a minimum thickness of 1 inch and wide enough to provide a three-inch overhang on each side of the pipe(s). A concrete pad in lieu of a steel plate shall be used to cover stainless steel or copper risers. Whenever steel plating is used to protect shallow installations, a peering arrangement shall be used, if specified by the Engineer, to prevent the plates from directly contacting the pipe should settlement occur.

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FEBRUARY, 2007**

- c. Guards placed over cable pipes shall have a cushion of six inches of compacted approved backfill between the pipe and guards, and guards placed over other associated feeder pipes shall have a cushion of six inches of compacted approved backfill between the pipes and guard. If conditions require the protective steel plates to be installed closer than six inches from the top of these pipes, high density polyethylene skids as per Specification No. EO-8069, latest revision, shall be installed on the pipe before the steel plates are set in place. In no case shall there be less than two inches of compacted backfill between the pipes and the protective plates.
- d. The bottom of all trenches shall be smooth, uniform, and free of all loose rock, stones or other foreign matter. Nothing shall be left in the bottom of the trench that might damage the pipe coating. The trench shall be such that a minimum of six inches of compacted approved backfill shall be beneath and beside the pipe as per Specification No. EO-12640-B, latest revision.
- e. Trench widths and spacing of pipes shall conform to EO-12640-B or as specified on the layout. When the trench is in solid rock, changes to the pipe configuration and trench dimensions may be permitted with the written approval of the Engineer. No decrease in dimensions shall be made without specific approval of the Engineer.

1.2 Clearance from Subsurface Structures

- 1.2.1 External heat sources such as steam mains, duct banks containing power cables, and the like, limit the current carrying capability of pipe type feeders. To minimize this influence, a face-to-face separation of not less than twelve feet for horizontal runs nor less than two feet for right angle crossings shall be maintained from all steam mains, steam services six inches and over in size, duct bank systems of six ducts or more and all other pipe type feeders. For steam mains under six inches in size and for power duct bank systems of five ducts or less, the separation shall not be less than six feet in a horizontal direction and 1½ feet in a vertical direction. Where these spacings cannot be obtained, specific approval shall be obtained from the Engineer for corrective measures to be applied. Insulating slabs as per Drawing EO-8935-D, latest revision or specifically designed ventilation chambers shall be used if specified in the layout.
- 1.2.2 All new subsurface electric pipes shall be constructed with a standard minimum clearance of 12 inches from liquid petroleum pipelines, gas lines, transmission facilities or concrete structures. When the 12 inches clearance is not practical it may be reduced to a minimum of six inches, provided approval from the Engineer is obtained and piers and skids as described in Specification No. EO-15362-B, latest revision, are installed on the electric pipes to prevent contact from occurring due to settlement.
- 1.2.3 The minimum clearance from the gas distribution facilities shall be six inches provided that piers as described in Specification No. EO-15362-B, latest revision, are installed to prevent contact between the electric facilities and the

gas distribution facilities. The minimum clearance from underground gas service laterals shall be six inches provided that an approved protective separator or skids are installed on the electric facilities and the gas service pipeline. The six inch clearance shall not be reduced without the written permission of the Engineer.

- 1.2.4 When pipes pass within 2 feet of water mains or services, a half inch thick natural rubber sheet having a durometer measurement of not less than 60 shall be installed, centered between the pipe(s) and the water mains or services. There shall be an overlap of at least 6 inches between rubber sheets if more than 1 sheet is necessary to protect the pipe. The rubber sheet(s) shall overhang the water main or service by a minimum of 18 inches or as directed by Engineer. Under no circumstances shall the rubber sheet be wrapped around the feeder pipe.

1.3 Pipe through wall sleeves

- 1.3.1 When feeder pipes pass through walls whose thickness does not exceed 12 inches, they shall be encased in plastic wall sleeves and sealed with one set of link seals. The size of the wall sleeve as well as the position of the link seals are specified in the Specification No. EO-9230, latest revision.

- 1.3.2 When feeder pipes pass through walls that are wider than 12 inches, link seals should be installed at both ends of the penetration. In such cases, sleeves made of plastic or other dielectric materials, cannot be used. This condition should be avoided whenever possible by designing the thickness of the wall in the area of the pipe penetration to be no more than 12 inches. If this is not possible, sleeve made of electrically conductive materials should be used. Sonotubes or equivalent materials can be used in such applications since they will allow cathodic protection current flow into the annular space when moisture is present.

- 1.3.3 Under no circumstances should the pipe within sleeves of any length be left uncoated.

1.4 Backfill

- 1.4.1 Approved backfill is to be used for backfilling under, beside and over the pipe as indicated in Specification No. EO-12640-B, latest revision. To obtain the optimum compaction essential for pipe type feeders, the backfill, including thermal backfill as specified in Specification No. EO-1173, latest revision, shall be compacted in maximum of 12 inch lifts in accordance with Specification No. EO-1181, latest revision, unless otherwise approved by the Company.

- 1.4.2 The Field Representative or Engineer may order as many in-place density tests as he deems necessary to insure proper compaction. The sand-cone test as per ASTM-D1556 or Nuclear Density tester may be used for all in place density tests.

1.5 Manholes.

- 1.5.1 Manholes shall have exact overall dimensions as specified on the accompanying drawings. Where water or unstable soil conditions exist, filter fabric and 12 inches of crushed stone or recycled concrete (¾ inch to 2 inch) on top of the filter fabric shall be installed, if directed by the Field Representative.

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1.5.2 *The location of all joint manholes shall be based on field conditions and on pulling tension requirements, as described in section 14.0 of EO-1109, latest revision.*

1.5.3 *Stop joint manholes are required as follows:*

- a. *Where a dielectric fluid leak from a 69 kV, 138 kV or a 345 kV pipe type cable with a water crossing (over, in or under the water) could enter a waterway, a full stop joint shall be installed at the cable's shore manhole(s) if the need for such a joint is supported by factors such as distance to waterway, feeder elevation profile, sensitive environments (i.e. presence of sensitive threatened or endangered species or wetlands), etc., as well as risks associated with normal operations, failure modes, and catastrophic events.*
- b. *A decision not to install a full stop joint at a water crossing shall be approved by the Chief Electrical Engineer with the concurrence of the Vice President of Environmental, Health & Safety.*

1.6 Pipe

1.6.1 Steel Pipe

- a. Steel pipe in accordance with Specification No. EO-9000, latest revision, shall be specified for installation of high pressure cables, pressurization and dielectric fluid circulation systems.
- b. The cable pipes and associated pressurization or dielectric fluid circulation pipes having a 5 inch or larger diameter, shall be furnished with ends flared in accordance with Specification No. EO-5199-B, latest revision, unless otherwise specified by Central Engineering.
- c. Each length of steel pipe installed shall have been cleaned and coated externally in accordance with Specification No. G-8196, latest revision. The interior surface of all steel pipes shall have been cleaned and coated as called for in Specification No. EO-8193, latest revision. The pipe shall be provided with end seals tightly plugged to prevent the entrance of dirt and moisture.

1.6.2 Stainless Steel Pipe

- a. Stainless steel pipe in accordance with Specification No. EO-8097, latest revision, shall be specified for installation of single phase cable.
- b. Stainless steel pipe shall be delivered externally uncoated and protected from damage internally and externally as specified in Specification No. EO-8097, latest revision. The external field coating shall be in accordance with the method specified in Specification No. G-8209, latest revision.

1.6.3 Copper Pipe

- a. Copper pipe, when specified to be used for single phase cable installation, shall be of soft drawn de-oxidized copper, fabricated in accordance with ASTM Specification B-42. Copper pipe shall be supplied uncoated.

1.7 Installation and Tests

- 1.7.1 A visual inspection of each shipment of coated steel pipe shall be made promptly upon receipt, and arrangements shall be made for the replacement of any defective material.
- 1.7.2 The interior of the pipe and the interior coating shall be inspected and all moisture, oil, grease, or other foreign matter shall be removed. No pipe having any rust on its inner surface shall be welded into the line. The external coating on the pipe shall be tested for pinholes or defects as per Paragraph 1.9 of this specification. Each defect detected shall be satisfactorily repaired and retested.
- 1.7.3 Pipe plugs or caps installed at the coating plant shall be kept in place, except during inspection and cleaning, until the pipe is welded. The ends of each section of pipe shall be kept capped at all times except when caps must be removed for construction work.

1.8 Unloading, Handling and Hauling

- 1.8.1 Every precaution shall be exercised in the handling of all pipes. The pipes are to be kept clean, dry and free of any foreign material. Cut ends shall be chamfered to remove burrs or sharp edges and a proper surface shall be provided for welding in accordance with Specification No. G-1064, latest revision. No flame or arc cutting of the pipes shall be permitted. The pipes shall be sealed and purged as specified in Paragraph 1.10.2 and 1.11.4.
- 1.8.2 The coated pipe shall be unloaded, handled, stockpiled, hauled and installed in such a manner as to insure against any damage to the exterior coating. The coated pipe at all times shall be supported on resilient protective padding until it is finally installed in the trench. When supported for their full length, the pipes may be nested and tiered as directed by the Field Representative.
- 1.8.3 No chains or ropes shall be allowed to come in contact with the pipe coating. Canvas slings having a minimum width of ten inches shall be used for lifting the pipe. When lifting or lowering one or more pipe lengths, a sufficient number of canvas slings shall be used to properly distribute the weight and prevent permanent deformation of the pipes or damage to the pipe coating due to flexing. In general, the overhanging pipe length beyond the last support shall not exceed 30% of the pipe length.
- 1.8.4 The coating at all times shall be protected from oil, kerosene, gasoline or other solvents.

1.9 Testing External Coatings

- 1.9.1 A spark test shall be made at 18,000 to 20,000 Volts, peak value, on all coatings as indicated in Specification No. G-8196, latest revision, using an instrument that has been checked by Con Edison. The tests shall be made on the entire length of the pipes including areas coated in the field over welds or at repairs. These tests shall be made as near the time of backfilling as is practicable to insure that the coating is free of defects and to avoid re-excavating to repair defects after the trench has been backfilled. The coater shall furnish Con Edison's Central Stores Department with a written certification as per Specification No. G-8196, latest revision, of a pre-coating inspection.
- 1.9.2 Spark tests shall be made only when the pipe is dry.
- 1.9.3 All defects found shall be repaired as outlined in Specification No. G-8209, latest revision.
- 1.9.4 After the section of pipe has been installed and backfilled, a Coating Resistance Test shall be made by Con Edison's Corrosion Control personnel on the installed section. The minimum acceptable coating resistance value shall be 2,000,000 ohms-square foot. This can be converted into a minimum coating resistance for any length of pipe by the formula: Resistance of section (ohms) = 2,000,000 (ohms-square foot) divided by the surface area of pipe section (sq-ft). This resistance test shall be performed on all pipe sections installed between adjacent manholes; however, tests may be taken at shorter intervals when requested by the Company Field Representative.
- 1.9.5 Whenever the pipe section coating resistance is less than acceptable, an over-the-ground survey shall be conducted to locate coating faults. These faults shall be repaired as outlined in Specification No. G-8209, latest revision, and backfilled. If failing coating resistance values are due to accidental contacts with underground metallic structures, these contacts shall be cleared and all specified clearances shall be maintained. The coating resistance test shall then be repeated to verify that minimum acceptable values are obtained.

1.10 Pipe Installation - General

- 1.10.1 Pipe installation shall be carefully planned to insure a minimum elapsed time between the start of trench excavation and the completion of resurfacing over the excavation. Pipe installation shall follow trench excavation as rapidly as possible.
- 1.10.2 Night caps as per Drawing No. EO-7370-B, latest revision, shall be installed to maintain an airtight seal at the ends of the pipes and a positive pressure of dry air maintained within sections so pipes that might become submerged in case of heavy rains.
- 1.10.3 All pipes shall be labeled at each end of every run and at every tie-in point with other piping to positively identify the pipes and their destination.
- 1.10.4 Prior to backfilling, measurements shall be taken so as to provide an "As Constructed" plan and profile of completed lines, including the cover and offset from the baseline of each weld. Copies of the "As Constructed" drawings shall be sent to the Engineer and Property Records after completion of work.

- 1.10.5 Before any two pieces or sections of pipe are welded together, the interior of each piece or section shall be inspected. If this inspection reveals any condition other than a perfectly clean, dry interior surface, the pipe shall be swabbed with suitable dry swabs until the cleanliness of the interior surface is acceptable to the Field Representative.
- 1.10.6 Where bends are required, the pipe shall be bent with Company approved bending equipment. In general, the minimum radius of curvature to be permitted shall be 40 feet for 345 kV pipe systems and 30 feet for 69 kV and 138 kV systems, except where specific approval is given for a shorter radius. Radii shall be measured with an instrument approved for use by the Field Representative. Adequate measures shall be taken to prevent the pipe from kinking, flattening or going out of round and to prevent damage to the pipe coating during the bending operation.
- 1.10.7 Each bent section of pipe, including the terminal riser cable pipes, shall be checked for ovality before being welded into the line. This test shall be made by pulling through the pipe a mandrel of the size specified in Drawing No. EO-10569-D, latest revision. No pipe through which the mandrel will not pass freely shall be welded into the line.
- 1.10.8 Where it is necessary to pull pipe into or along the bottom of the trench, suitable rollers, straw bags, or other approved means shall be used to prevent damage to the coating.
- 1.10.9 Before stopping work for the night or for any other reason, it shall be mandatory to close all open ends of the pipe as per Paragraph 1.10.2. The pipe shall be purged with enough dry air to displace twice the cubic content of the pipe lengths added during the day, after which the pipe ends shall be closed and the pressure increased to a positive pressure of between 4 and 6 psig.

1.11 Pipe Installation – Steel Pipes

In addition to Paragraphs 1.6.1 and 1.10, the following also applies to steel pipe installations.

- 1.11.1 Each bent section of steel pipe shall be given a radius acceptance test. A mandrel of the proper size as per Drawing No. EO-16325-B, latest revision, shall be pulled through the pipe to check for sharp bends. No pipe through which the mandrel will not pass freely shall be welded into the line.
- 1.11.2 When fitting of steel pipes in the field, which requires the joining of pipe lengths which are not provided with flared ends in accordance with Drawing No. EO-5199-B, latest revision, prefabricated flared ends in accordance with Drawing No. EO-5199-B, latest revision, shall be welded to the square cut and beveled pipe ends and the inner surface of the welds carefully ground smooth. Any internal coating burned due to welding shall be brushed and removed and the pipe surface left clean.
- 1.11.3 Where specified on the layout, connector pads, as shown in Drawing No. EO-4796-D, latest revision, shall be field welded to the pipe to permit the attachment of thermocouples, shunt leads or bonding tests leads.

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1.11.4 The closing of pipe ends in the trench shall be done by means of an approved fitting which will not damage the pipe ends and be capable of withstanding a minimum of 10 psig. In manholes, or other pick up points, the open ends shall be welded closed with a pressure test terminating pipe assembly as specified in Drawing No. EO-14661-D, latest revision.

1.12 Pipe Installation – Stainless Steel Pipes

In addition to Paragraphs 1.6.2 and 1.10, the following also applies to stainless steel pipe installations.

1.12.1 Stainless steel pipe shall be delivered externally uncoated and shall be field coated as per Specification No. G-8209, latest revision. Stainless steel pipes shall be installed as specified on the layout.

1.12.2 The minimum-bending radius for nominal 6 inch O.D. stainless steel pipe shall be 8 feet. When more than one bend is required, the minimum bending radius of 8 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 16 feet. The minimum bending radius for nominal 5" O.D. and nominal 4 inch O.D. stainless steel pipes shall be 6 feet. When it is required to make several bends, the minimum bending radius of 6 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 12 feet. Adequate measures shall be taken to prevent the pipe from kinking, flattening or going out of round.

1.12.3 The stainless steel pipes shall be joined by means of stainless steel sleeves in accordance with Specification No. EO-8048, latest revision. After the welds have passed the test requirements, the weld areas shall be coated in accordance with Specification No. G-8209, latest revision.

1.13 Pipe Installation – Copper Pipes

In addition to Paragraphs 1.6.3 and 1.10, the following also applies to copper pipe installation.

1.13.1 Copper pipes shall be bent with bending machines or by such other means as to prevent the pipe from kinking, flattening or going out of round. The minimum bending radius for copper pipes shall be 6 feet. When it is required to make several bends, the minimum bending radius of 6 feet shall occur only once in the line and all other bends shall have a minimum bending radius of 12 feet, unless otherwise approved by the Engineer.

1.13.2 Sleeves for joining copper pipes shall be those supplied by the Company. The sleeves are the same material as that of the pipe. The clearance between O.D. of the pipe and I.D. of the sleeve shall be in accordance with Drawing No. EO-6947-D, latest revision. The brazing material shall have minimum silver content of 15 percent.

1.14 Installation of Pipe in Casings or Abandoned Gas Mains

1.14.1 Whenever the pipe is installed within a steel casing, it shall be kept electrically isolated from the casing by means of approved casing insulating skids as per Specification No. G-100, 280, latest revision. The skids shall be installed on the

pipe at intervals not greater than ten feet and at one foot from each end of the casing. Both ends of the casing shall be sealed as per Specification No. G-8096, latest revision.

1.15 Installation of Pipe within Tunnels

1.15.1 Whenever a pipe is to be installed in a tunnel, on a bridge or on any other such structure, the pipe shall be kept electrically isolated from the structures. If the Engineer determines that ground connections are required at those locations, these connections shall be made through isolator/surge protectors.

1.16 Cathodic Protection

1.16.1 Unless otherwise specified, the cathodic protection for new pipe type feeders shall include D.C. electrical isolation by grounding through isolator/surge protectors with protective current supplied by impressed current rectifiers. Corrosion Engineering shall specify the location and design of impressed current rectifiers for each feeder installation.

1.17 Test Stations

1.17.1 Test stations, as specified by Corrosion Engineering shall generally be installed in the proximity of each manhole and at both ends of all casings as per Drawing No. 301709, latest revision.

1.18 Installation of Dielectric Fluid Circulation Pipes

1.17.2 Pipes for cable cooling systems using dielectric fluid circulation shall be installed where so specified on the layout and shall be positioned with respect to the high pressure cable pipe as shown in Drawing No. EO-12640-B, latest revision.

1.17.3 The 5 inch diameter dielectric fluid circulation pipes shall be furnished with flared ends and joined by welding with backing rings in accordance with Drawing No. EO-5199-B, latest revision. Where cut ends are to be joined, the internal coating shall be properly removed 2" from the pipe end, following all Company environmental requirements, and the interior surface dry-swabbed clean before welding on prefabricated flared ends in accordance with Drawing No. EO-5199-B, latest revision. Couplings can only be used with Engineering approval.

1.19 Sleeves

1.19.1 Sleeves for joining pipes of all materials are designed for a specified clearance to provide a minimum offset and give a maximum strength joint. To properly install sleeves, care should be taken to maintain the pipe and pipe sleeves as round as possible. In the event the sleeve and/or pipe is out of round it shall be re-rounded. Shaving or machining to increase the clearance shall not be permitted. Installation of the stainless steel or copper sleeves for pothead riser shall be as per Drawing No. EO-14276-C, latest revision. After the sleeves have been welded, the sleeves shall be radio-graphically inspected to determine the separation between the pipe ends and the roundness of the pipe ends. In no case shall the pipe end separation exceed $\frac{1}{4}$ inch.

1.20 Welding

- 1.20.1 Steel pipe welding shall be performed as prescribed in Specification No. G-1064, latest revision.
- 1.20.2 Stainless steel pipe welding shall be performed as prescribed in Specification No. EO-8048, latest revision.
- 1.20.3 Steel and stainless steel pipe welding shall be performed by welders who have been qualified by the Company for welding the type of steel as per Specification Nos. G-1065 and EO-8048, latest revisions, respectively.
- 1.20.4 Prior to welding of pipe lengths, the protective masking over the uncoated portion of the pipe ends shall be removed and any rust or foreign material left on the pipe which may leave undesirable ash from welding heat shall be carefully cleaned off.
- 1.20.5 Pipes 2 inches or smaller shall be joined using socket weld fittings. Pipes 3 inches and larger shall be joined using butt welds. Couplings can only be used with Engineering approval.
- 1.20.6 Under no circumstances shall a mitered joint of any angle be made in changing direction of any pipe.
- 1.20.7 All bend fittings used shall be of a large radius type.
- 1.20.8 Separate qualifications shall be made for welding of steel, welding of stainless steel and brazing of copper; that is, an individual performing all three functions shall have been qualified for each function separately as per Specification Nos. G-1065 and/or EO-8048, latest revisions, as applicable.
- 1.20.9 When welding gate or globe valves into any line, care must be taken not to damage any part of the valve. Valves shall be slightly closed or just making contact when welded into the line. When installing ball valves, the pipe flanges shall be tack welded in place, the valve body removed and then the weld completed.
- 1.20.10 All dead end valves provided for vacuum and/or filling ports shall be 2 inch gate valves or 2 inch ball valves as specified on the layout.
- 1.20.11 Whenever possible, the use of "tee" fittings, which would be buried, shall be avoided.

1.21 Acceptance of Welds

- 1.21.1 Acceptance of each weld shall be based upon an acceptance radiograph test. The radiograph test shall be performed as per Specification No. G-1070, latest revision, by an independent vendor, hired by the Company, who shall inform the Company's Field Representative about the acceptability of the weld.
- 1.21.2 Each welded pipeline section is to be pressure tested at 500 psig internal pressure. Test to be conducted at a later date. (See Paragraph 1.23 of this Specification).

1.22 Final Radius and Ovality Tests

1.22.1 A final radius and ovality acceptance test shall be performed by pulling through the entire welded section a mandrel of the proper size as per Drawing Nos. EO-16325-B and EO-10569-D, latest revisions. If either mandrel does not pass through for any reason, the problem shall be rectified by the Contractor to the satisfaction of the Field Representative before proceeding.

1.23 Acceptance Proof Test

1.23.1 While the proof tests are in progress using dry air no personnel shall be inside a manhole.

1.23.2 All pipes above grade (i.e., risers and pipes associated with bridges and tunnels) shall be tested hydrostatically using water. If this test is being performed during the winter and there is the possibility of the water freezing, the Contractor shall use a mixture of water and isopropyl alcohol (at least 50% alcohol) or other mixture with prior Engineering approval. However, the use of any ethylene glycol mix or anti-freeze is prohibited. The Contractor is responsible for following all applicable regulations and safety precautions in the storage and handling of alcohol. Dry air shall not be used on above ground piping unless approved by Engineering and special safety precautions are put into effect while the proof test is in progress.

1.23.3 Acceptance of any completed pipeline by the Company shall be based on a (a) free passage of the ovality and radius mandrels through the pipeline, (b) acceptable coating resistance measurement, (c) cleanliness and dryness inside the pipes, (d) 500 psig proof (burst) test, (e) 250 psig pressure drop test, (f) successful completion of vacuum drying requirements and (g) the final acceptance proof test as per Paragraph 2.4

1.23.4 Before each pipe section is approved for use, it shall be given a 500 psig (burst) pressure test. This test shall be made using dry air as per Section 5.0 or a liquid as per Paragraph 1.23.2. After the pressure has reached 500 psig, this test pressure shall be maintained for not less than one-half hour. The test shall be performed by the Contractor and witnessed by the Field Representative or by Transmission Operations as follows:

a. New Pipe on a new feeder:

(1) If tested with air as per Paragraph 1.1.1, the test shall be performed by either Company forces or the Contractor, as specified in the bid documents.

(2) If tested with a liquid as per Paragraph 1.23.2, the test shall be performed by the Contractor.

b. New Pipe on an existing feeder (cut-over, Tee taps, replacement, etc.):

(1) The Contractor shall perform the test on this piping whether the test is performed with air as per Paragraph 1.1.1 or with a liquid as per Paragraph 1.23.2.

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- 1.23.5 Whenever a liquid as per Paragraph 1.23.2 is used to test a piping section, the Contractor shall remove all the liquid remaining in the pipe section to the satisfaction of the Field Representative. The Contractor has the responsibility of properly disposing of the used liquid in accordance with all regulations.
- 1.23.6 Where welds cannot be checked for acceptance individually by radiograph tests (i.e., joint casings, by-pass piping, etc.) those welds shall be tested at the time of making the overall acceptance pressure tests on the completed section between manholes as described in Paragraph 2.4 of this Specification.
- 1.23.7 Upon completion of the 500 psig gas pressure test, the pressure within the pipe shall be reduced to 250 psig and held for a minimum of seventy-two (72) hours to check for the presence of leaks in the pipe system. During the seventy-two hour period, the pipe under test shall be connected through a manometer to a buried reference tank that is known to be tight so that the manometer will indicate whether a loss of pressure in the pipe under test is being experienced during the test period. Pressure readings shall be recorded every hour. This work shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- 1.23.8 The reference tank shall be made as per Drawing No. EO-12215-C, latest revision, and shall have a cylindrical steel pressure vessel capable of withstanding the test pressures and having a volume of not less than 1.5 cubic feet. It shall be buried at the manhole locations indicated on construction drawings so as to have at least two feet of cover to minimize the effects of ambient temperature changes.
- 1.23.9 After one of the pipes entering any particular manhole has successfully withstood this comparison test and is found to be tight, this pipe may then be used as a reference tank for the testing of other pipes. This work shall be performed by either Company forces or the Contractor, as specified in the bid documents.
- 1.23.10 Any loss of pressure indicating the presence of leaks shall be fully investigated and the leaks located and repaired. All leaks shall be reported to and inspected by the Field Representative.
- 1.23.11 The method of repairing leaks shall be subject to the approval of the Field Representative. After the repairs have been made the 500 psig pressure (burst) test and the 250 psig dry air leakage drop test shall be repeated.

NOTE

The following work shall be performed by company forces or as indicated otherwise.

2.0 WORK TO BE PERFORMED BY OTHERS

2.1 Installation of Reducers

- 2.1.1 After these pressure tests have been completed and the pipe is known to be free of leaks, the boiler end caps over the pipe ends in the manhole shall be cut off and the joint reducers welded to the pipe. The point at which the pipe is to be cut

shall be determined by the reference to manufacturer's drawings for the joints to be made in the manholes. Any ash from the burning of the internal pipe coating due to welding shall be removed and the pipe left clean.

- 2.1.2 The reducer welds shall be tested at 50 psig, dry air, to insure that no leaks exist on the welds. Refer to section 2.2.4

2.2 Cleaning and Mandrelling

- 2.2.1 Each section of pipeline, dielectric fluid circulating line and dielectric fluid supply line shall be individually pigged and swabbed. A projectile shall be blown through the pipe, using dry air as the pressure source, for the purpose of removing burrs (pigging) and also for cleaning (swabbing) of each pipe. If the fittings installed on a pipe section will not allow a pig to pass through, the Engineer shall be contacted for the procedure to be used to properly clean the pipe section.

- 2.2.2 In the terminal sections of pipe, stainless steel or copper, a continuous 3/16 inch polyethylene rope shall be left in each pipe attached to the sealing plates at both ends, after the pipe has been swabbed clean and dry.

- 2.2.3 A mandrel of the proper size for the pipe size involved, per Drawing No. EO-10569-D, latest revision, shall be pulled or blown through the pipe to check for excessive ovality or other obstructions within the pipe. A steel line capable of pulling in the winch rope shall be left in the cable pipe after the mandrelling operation is completed. Steel line having a hemp center shall not be used. A rope shall be used to pull cable in the termination pipes for safety.

- 2.2.4 After the steel line for pulling the winch line in has been installed within the cable pipe, the pipe ends shall be sealed by gasketed blank-off plates bolted to the joint reducers. The pipe section shall be pressurized to 50 psig and the reducer welds soap tested to insure that no leaks exist (refer to section 2.1.2). The pipes shall be left with a positive pressure of dry air sufficient to insure against the entrance of moisture in the event that the pipe is submerged. Such pressure shall in no case be less than 5 psig.

2.3 Vacuum Dryness Test

- 2.3.1 Vacuum drying shall be done after the installation of joint reducers and pilot lines in the pipes.

- 2.3.2 All pipes, including pressure, dielectric fluid circulation and gas pipelines shall be vacuum dried before filling with dielectric fluid or gas. In the event that the new section of pipe shall be attached to an existing section of pipe, the new section shall also be vacuum dried before it is connected to the existing section.

- 2.3.3 After the pipe ends have been closed and prior to cable pulling, a vacuum test shall be made on the pipe section to insure its dryness. Vacuum shall be maintained continuously until the pressure within the pipe is down to 150 microns of mercury. Evacuation shall then continue for a period of four hours. At the end of this period, the vacuum pump shall be valved off and the pressure rise in the pipe over a one-half hour period observed. The pipe shall be considered acceptable if the pressure rise during this one-half hour period is less than 100 microns. Pressure readings taken during evacuation and the pressure rise test,

shall be taken at points remote from the vacuum pump. If the pressure rise during the one half hour pressure rise test is in excess of 100 microns, vacuum shall be reapplied continuously again until the pressure is down to 150 microns, a subsequent one half hour pressure rise test made and this procedure continued until the requirements are met.

- 2.3.4 After the pipe has successfully passed the vacuum dryness test, the vacuum shall be broken with tested dry air as per Paragraph 1.1.1. A positive pressure of not less than 10 psig shall then be built up and maintained in the pipe to prevent the entrance of moisture in the case of submersion.

2.4 Final Acceptance Proof Test

- 2.4.1 Upon completion of the splicing, evacuation and filling of a feeder with dielectric fluid as per Specification No. EO-1109, latest revision, the completed pipe system, including the dielectric fluid circulation pipes, shall be proof tested with dielectric fluid for not less than one half hour as follows:

- | | | |
|----|--------------------------|----------------|
| a. | 345 kV System | 950 psig (Max) |
| b. | 138 kV and 69 kV Systems | 550 psig (Max) |

NOTE

Maximum proof test pressure will change if system pressure is increased.

- 2.4.2 The dielectric fluid circulation pipes shall be subjected to proof tests at a higher pressure as required by the Engineer.
- 2.4.3 All safety pressure valves and/or discs, gauges, pressure switches and other components that may be damaged due to the high pressure are to be valved off before the test is commenced.
- 2.4.4 After the pressure has been maintained at the 950 psig or 500 psig level as per Paragraph 2.4.1 for one-half hour it shall be reduced to 250 psig and held for a minimum of twenty four (24) hours. During the twenty-four hour test, the pumps and dielectric fluid pressure must constantly be monitored.

2.5 Spare Pipes

- 2.5.1 In the event that a pipe is installed which will not be used for a period of time such as in the case of spares submarine pipes, all the requirements of this specification shall be followed. A ¾ inch pipe connection shall be made to the pipe, terminating in a plugged valve in a suitable place where the pressure may be checked periodically. Consecutive sections of pipes route through the same manhole systems shall be connected in series with 5/8 inch copper tubing. All such pipes are to be left with a positive pressure of 25 psig of dry air and shall have proper identification as indicated in Paragraph 1.10.3. To insure that a positive pressure of 25 psig is maintained, such spare pipes shall be checked periodically as per EO-6045.

2.6 Pipe Verification

2.6.1 The following pipe verification shall be performed on new pipes installed prior to the 500 psig burst test. Existing installed pipes, which have not been identified by this verification process, shall be identified prior to installation of new cable and splicing in advance of outage related work. The objective of this test procedure is to confirm and ensure the following:

- a. New Pipes installed are connected to the correct feeder pipe at the cutover location and terminate at the location as specified on construction drawings.
- b. New pipes installed do not cross underground, resulting in pipes terminating in wrong location.
- c. Provide positive confirmation through testing that feeder terminating at the substation pothead is the same feeder identified at the cutover location.
- d. Existing installed pipes are identified and tagged prior to installation of cable and splicing activities.

2.6.2 All data, test information and results shall immediately be submitted to the Field Representative or Transmission Operations and the Engineer for evaluation. A prompt identification of pipes shall ensure that corrective actions can immediately be implemented to correct any problem during installation of new pipes.

2.6.3 Identification of Feeder at Pickup Location

a. The following methods to identify the transmission pipe designation at the cut over location are acceptable for establishing positive feeder identification. Identification of transmission feeder described in this section shall be performed by Company personnel only. The pipe verification process is not to be used for working on the feeder. To perform work on the feeder, it must be identified using standard ungrounded tracing current.

- (1) Permanent Feeder Identification Point – Permanent identification tags exist on the pipes. Permanent tagging of pipe type feeders shall be in accordance with Specification No. EO-6064, latest revision.
- (2) Feeder Pressure Variation Method – Pressure gauges shall be placed on both pipes on the upper splice casing valves in the designated cutover manhole. Transmission and Substation Operations personnel shall coordinate the pressure change activity on the proposed feeder. The pumping plant operator shall vary the feeder pressure at the pressurizing plant while the mechanic at the cutover location monitors gauge pressure. The pumping plant operator shall raise the feeder pressure by a maximum of 20 psig, and once positive indication is observed at the cutover location, the mechanic shall request from the pumping plant operator the corresponding feeder designation.

**CONSTRUCTION SPECIFICATION
CE-TS-3352 REV. 16, INSTALLATION OF HIGH PRESSURE PIPE
FOR 69, 138, AND 345 kV CABLE SYSTEMS
FEBRUARY, 2007**

Transmission Operations personnel shall tag the feeder pipe accordingly. The Substation Operator shall ensure that he/she is properly identifying the feeder in the pressurizing plant.

(3) Electrical Test Procedure Method

- Major Pipe Section Relocation – When extended lengths of pipe are required to be installed due to a major facility relocation, then test pits are to be excavated at both ends at the proposed tie-in locations. Both pipes are to be exposed and one of the two feeder pipes shall be identified by the use of ungrounded tracing current and tagged accordingly by Company personnel. Once positive identification is achieved, the feeder shall be returned to service.
- Installation of New Manhole – When the new manhole structure will be installed over existing feeders to allow installation of “Wye” joint(s), then a test pit will be excavated at the proposed location exposing the pipes. One of the two feeder pipes shall be identified by use of ungrounded tracing current and tagged accordingly by Company personnel. Once positive identification is achieved, the feeder shall be returned to service.

2.6.4 Installation of New Pipes or Verification of Existing Pipes to Substation

NOTE

Either Company forces or the Contractor, as specified in the bid documents, shall perform this work.

- a. Verification of pipes shall be performed on all completed pipe sections and connecting manholes using dry air and pressure gauges. Testing shall begin at the cutover location and proceed towards the station potheads. The existing transmission feeder pipe identified in accordance with Paragraph 2.6.3 and the new and/or existing pipe to be connected, will both be designated as the reference pipe. (New pipes are typically installed just outside the manhole wall or placed on top of the existing pipes until the final cutover of the feeder is performed.)
- b. The reference pipe shall be filled with dry air. Steps detailing the verification process are as follows:
 - (1) Establish reference pipe in accordance with Paragraph 2.6.3.
 - (2) Install pressure gauges on both pipes in the next connecting manhole.
 - (3) Raise pressure of reference pipe to 10 psig and observe gage pressure at connecting manhole. The pipe that registers a pressure change shall now be designated the reference pipe and

tagged accordingly. Remove gauges and connect 5/8" copper tubing in series to the opposite pipe across the manhole.

NOTE

If 5/8" copper tubing is not used, then tag the in-line series pipe across manhole and fill with dry air once gauges are installed on pipes in next connecting manhole.

- (4) Install pressure gauges on both pipes in the next connecting manhole.
- (5) Repeat pipe verification as required until station potheads are reached or other positive identification point is reached.
- (6) Verify that installed piping terminates at the designated location in accordance with the construction drawings issued.

2.6.5 Pipe Replacement between Manhole Sections

NOTE

Either Company forces or the Contractor, as specified in the bid documents, shall perform this work.

- a. Establish reference pipe designation in accordance with Paragraph 35.1 and tag accordingly.
- b. Install pressure gauges on both ends of new pipes at the furthest point away from the established reference pipe.
- c. Raise pressure of the reference pipe to 10 psig and observe gauge pressure at opposite end.
- d. Tag the associated pipe that registers positive gauge pressure.
- e. Verify that installed piping terminates at the designated location in accordance with the construction drawings issued.

3.0 **REQUIRED SUBMITTALS**

- 3.1 Environmental, Health, and Safety Plans (eHASP).
- 3.2 Environmental Construction Plan (ECP)
- 3.3 Shop drawings, product data, & samples.
- 3.4 Quality Assurance/Control submittals.
- 3.5 "As Constructed" drawings, O&M manuals, training documentation.

- 3.6 Copies of all necessary permits, licenses, etc.
- 3.7 Detailed construction and removal schedule.

4.0 DELIVERY, STORAGE, AND HANDLING

- 4.1 The Contractor shall furnish all necessary labor, equipment and material required to unload the equipment and materials at the construction site. Each shipping crate or drum must be inspected for damage before being removed from the transporting vehicles. If there is visible evidence of damage to the crate or equipment, this must be reported immediately to the Company representative on site to facilitate any damage claims against the carrier or manufacturer.
- 4.2 The Contractor shall uncrate the equipment or waste materials carefully, taking all necessary precautions to prevent damage to the existing equipment.
- 4.3 The Contractor shall inspect the shipping manifest and verify that all equipment and/or materials specified herein are on the shipping manifest. The Contractor shall immediately notify the Company representative on site if there is shortage or excess of equipment and/or materials.
- 4.4 The Contractor shall remove and dispose of all shipping crates and packing materials from the construction site immediately after the equipment is unloaded.
- 4.5 The Contractor shall remove, store and transport off site, all associated materials and waste items referred to in the attached drawings and specifications.
- 4.6 The Contractor, on a daily basis, shall dispose of all packing materials, crating, general debris and other waste items from the site, in order to maintain proper safety, environmental and sanitary conditions on the site.
- 4.7 The Contractor shall be responsible for the security and loss of his material and equipment.
- 4.8 The Contractor shall maintain the work area in a neat and orderly condition at all times. Site clean-up shall be performed on a daily basis and as directed by the field representative, and shall include removal of all material no longer needed for construction purposes as well as papers, cups, cans, and other non-construction debris. The Contractor shall be responsible to furnish and maintain trash receptacles suitable for the type and quantity of material to be removed. Type and quantity shall be subject to the approval of the field representative. At the completion of the job the site should be left in a clean and finished condition.
- 4.9 The Contractor shall dispose of all construction debris, equipment, etc. in accordance with all federal, state and local environmental laws and regulations.

5.0 FABRICATION

- 5.1 Items must be manufactured, fabricated, or assembled prior to delivery to the site. If necessary, the Contractor shall pre-assemble all working parts prior to disassembly to shipment to the job site.

6.0 MATERIALS AND MIXES

- 6.1 Specifications for materials to be provided.
- 6.2 The Contractor shall furnish any equipment and materials necessary for installing the High pressure pipe.
- 6.3 The Company shall approve all chemicals in advance, be part of the eHASP and the MSDS sheets must be on site.

7.0 PREPARATION AND MAINTENANCE

- 7.1 The Contractor shall do all possible preparatory work in advance of equipment shutdown, and he shall provide adequate manpower to do the outage work in the time allotted. The Company reserves the right to perform any items of work which because of operating conditions, should, in the Company's opinion, be performed by Company forces.
- 7.2 The Contractor shall confine his equipment, storage of materials and the operations of his employees to the limits indicated by law, ordinances, permits or reasonable direction of the Company or its duly authorized representatives, and shall not unreasonably encumber the premises with his materials or equipment.
- 7.3 All arrangements for the use of the highways, public property and private property for the storage of materials or equipment shall be made by the Contractor, and he shall obtain and pay for any permits that may be required for the storage of materials and equipment.
- 7.4 The detailed part of this specification will inform the Contractor of the environmental conditions and hazards to be found on the job site. The Contractor is responsible for implementing an effective Environment, Health and Safety (EH&S) program for performance of the Work.
- 7.5 Changes to project activities/materials or unanticipated site conditions may require a re-assessment and/or modification of project EH&S requirements. Additional EH&S measures may be required (sampling, testing, monitoring, personal protective equipment, permits/licenses/approvals). If issues or concerns arise which were not anticipated, the Contractor shall stop work activity, take appropriate precautions and contact the Site Representative immediately.
- 7.6 The Site Representative is responsible for overseeing the environment, health and safety of Company employees and Contractor personnel. The Contractor is required to comply with all federal, state and local requirements, as well as any Company policy or procedure directed by the Site Representative, applicable to the performance of the Work.
- 7.7 The Site Representative will monitor the Contractor's EH&S compliance and to ensure immediate correction of any EH&S hazard or procedural non-compliance. The Site Representative has the authority and responsibility to stop an activity or job, if in his professional assessment, the Contractor shows a disregard, lack of knowledge or expertise for any EH&S requirement. There shall be no increase in cost to the Company or schedule relaxation allowed as a result of work stoppage due to the Contractor's disregard, lack of knowledge or expertise for EH&S requirements.

- 7.8 Prior to bringing any materials on the job-site or Company property, the Contractor shall submit Material Safety Data Sheets (MSDS) to the Site Representative for approval. The MSDS's will be submitted as part of the required Health and Safety Plan (HASP). The Contractor must keep copies of all MSDS's on the job site during the Work
- 7.9 The Contractor shall obtain any permit, license or approval necessary to perform the Work in accordance with all federal, New York State and local regulations, codes and laws.

8.0 CONSTRUCTION

- 8.1 None.

9.0 FIELD QUALITY CONTROL

- 9.1 All parts of the Work shall throughout the time of the performance of the Contract, be subject to inspection by the Company. The Company shall be final judge of the quality and acceptability of the Work, the materials and equipment used herein, and the process of the manufacture and methods of constructions employed in connection with the Work. The Company shall have the right to witness any tests the Contractor or third party conducts.
- 9.2 If at any time prior to the completion of all of the Work, the Company finds as a result of any inspections any part of the Work, is not suitable or of good quality, or fails to conform to the specifications or drawings, the Company has the options to require the Contractor, at his expense and within reasonable time, to reconstruct, replace or correct the applicable Work.
- 9.3 Upon completion of the work, the Contractor shall clean the entire work area of all unused material and equipment. The Contractor shall remove all of his equipment and construction materials and vacate storage areas which may have been temporarily assigned for his use by the Company. The Contractor will not leave any hazardous wastes, solid wastes, chemicals, lead, asbestos or other environmental hazards on the site.
- 9.4 This work will take place in an active, operational, high voltage substation. The Contractor shall not interfere with the normal and/or emergency substation operation. Workers shall limit their access to active work areas only.
- 9.5 The Contractor shall use the Trades having jurisdiction to perform the work covered by this specification and he shall comply with all rules and regulations of Trades covering the type of work as accepted by a recognized group of trade employers. The employees shall be skilled in their particular lines and shall not conflict in any way with those of other Trades employed under other Company contracts at any location.

10.0 REPAIR AND RESTORATION

- 10.1 The Contractor shall install equipment and materials as shown on the drawings, except where obvious, unforeseen interferences occur.
- 10.2 When field changes are required, every effort shall be made to coordinate the change with other conduit work, structural work, lighting installations, etc., being done at the

same site. The Contractor shall keep a complete record of all such changes being made by his forces on the Contractor's copies of the affected drawings.

- 10.3** In event of any damage, the Contractor shall promptly make replacements and repairs to the approval of the Company's Project Engineer and at no additional cost. Additional time required to secure replacements and to make repairs will not be considered by the Company to justify any extension in the Contract Time of Completion.

SECTION III – CONSTRUCTION PACKAGE DOCUMENTS AND SUPPLEMENTAL SPECIFICATIONS

PART 0 – (Contract Drawings, Tables, & Lists)

- 1.0 The list of contract drawings included with the construction package
- 2.0 The list of supplemental specifications and applicable revision. If the specification is not provided as a Part in this section, provide instructions where the specifications are to be found (e.g. Con Edison, Manual of Construction) and how to obtain copies.
- 3.0 Reference Drawings
- 3.1 301709 Cathodic Corrosion Protection for Electrical Feeder Pipe Test Station Installation.
 - 3.2 EO-4796-D Connector Plate Assembly for Attaching Bonds, Thermocouple and Shunt Wires to Steel Electric Cable Pipes.
 - 3.3 EO-5199-B Pipe with Flared Ends for Chill Ring Welds on Electric Cable Pipes.
 - 3.4 EO-6947-D Welding Sleeve for Pipe Connection in Pipe Type Cable System.
 - 3.5 EO-7370-B Night Cap for 5-9/16", 6-5/8" and 10-3/4" OD Pipe and 7" Tubing.
 - 3.6 EO-8935-D Heat Deflecting Slab for Installation between Steam Mains and Electric Cables.
 - 3.7 EO-9230-C Sleeve Details and Method of Sealing H.P. Cable Pipe through Manhole wall.
 - 3.8 EO-10569-D Mandrels for H.P. Cable Pipes.
 - 3.9 EO-12215-C Reference Tank for Leakage Testing of H.P. Pipelines.
 - 3.10 EO-12640-B B.H.P. Cable and Dielectric Fluid Circulating Pipe Trenching and Backfill.
 - 3.11 EO-14267-C Typical Sleeve Installation of High Pressure Cable Pipe Type.
 - 3.12 EO-14661-D Typical Pressure Test Assemblies and Installation for 5" to 12" Pipes.
 - 3.13 EO-15362-B Pier Installation and Details for 138/345 kV High Pressure Pipes Crossing Facilities.
 - 3.14 EO-16325-B Radius Acceptance Mandrel for 5-9/16", 8-5/8" and 10-3/4" O.D.H.P. Pipe.

PART 1 thru XX – (Supplemental Specifications)

4.0 Reference Specifications

- 4.1 G-1064 Shielded Metal Arc Welding Procedure for Welding Steel Pipe and Fittings.

- 4.2 G-1065 Qualification of Welders and Welding Procedures.
- 4.3 G-1070 Radiographic Inspection of Pipeline Welds.
- 4.4 EO-1109 High Pressure Pipe Type Cable Systems Cable Installation and Pressurization of Lines.
- 4.5 EO-1173 Specification for Controlled Backfill Material for H.P. Cable Pipe Installation.
- 4.6 EO-1181 General Specification for Backfilling or Trench and Small Openings.
- 4.7 EO-8069 Pipe Skids and Liners.
- 4.8 EO-8048 Specification for Welding Austenitic Stainless Steel Pipe.
- 4.9 EO-8085 General Backfill and Bedding Material for Excavations.
- 4.10 G-8096 Sealing of the Annular Space between Gas Pipe and Casing or Sleeves.
- 4.11 EO-8097 Stainless Steel Pipe for Single Phase Terminal Circuits for Pipe Type Cables.
- 4.12 G-8209 Field Coating of Steel Pipe and Fittings Installed Underground and In Subsurface Structures.
- 4.13 EO-8193 Purchase Specification for Internal Coating of Steel Electric Feeder Pipe.
- 4.14 G-8196 Purchase Specification for Extruded Polyolefin Coating on Steel Electric Feeder Pipe.
- 4.15 EO-9000 Specification for Purchase of Steel Pipes for Electric Facilities. Fuel Oil Facilities and Casings.
- 4.16 G-100, 280 Pipeline Casing Insulating Skids.
- 4.17 EI-4147 General Specification for Dry Compressed Breathable Air.
- 4.18 EO-6064 Tagging of Pipe Type Feeders Operating at 345 kV, 138 kV, and 69 kV to Establish Permanent Feeder Identification Points.

TEST PITS

- (1) **THESE TEST PITS DETAIL EXISTING CONDITIONS (AS OF BID DATE) OF UTILITIES AND OTHER SUBSURFACE FACILITIES AT LOCATIONS AS SHOWN ON THE TEST PIT LOCATIONS PLAN OF THE CONTRACT DRAWINGS.**
- (2) **DEPTHS OF FACILITIES ARE FROM EXISTING ROADWAY AND SIDEWALK ELEVATIONS AS SHOWN, OFFSETS ARE FROM EXISTING CURB, PROPERTY AND BUILDING LINES, AS SHOWN.**
- (3) **RELEVANT ITEMS ARE NOTED ON EACH TEST PIT DIAGRAM.**



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JOB NO: MED-608

TEST PIT # 1 PAGE 1 OF 2

PREPARED BY: P. MALLARI

DATE: 11/26/13

CHECKED BY: C. ALBEA

DATE: 11/26/13

JOB NAME: MED - S O S

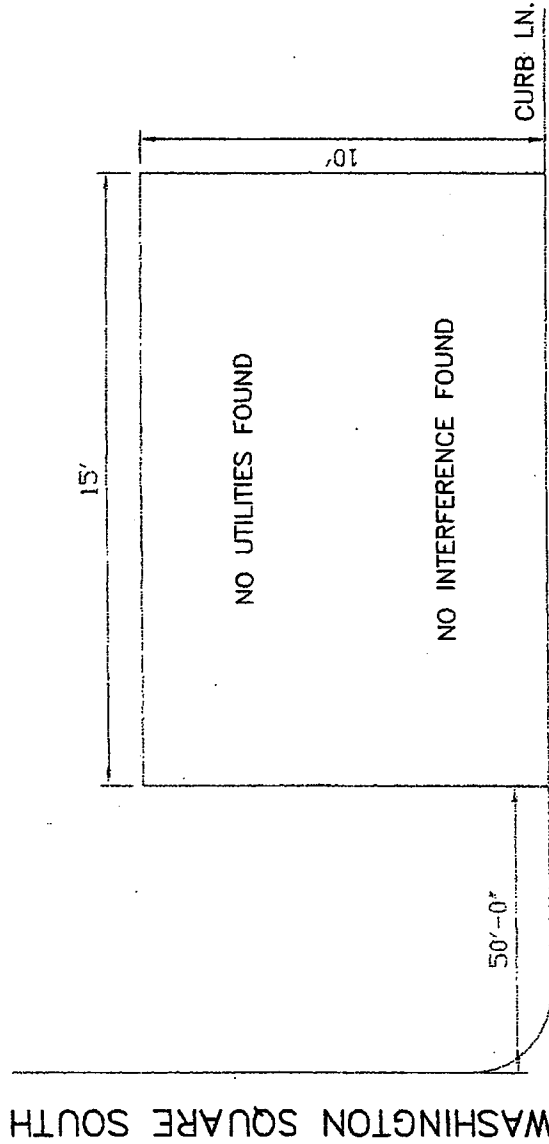
LOCATION: SIDEWALK 5' W/W/C WASHINGTON SQ. EAST

PURPOSE: LOCATE SUB-SURFACE FACILITIES

50' N/W/C WASHINGTON SQ. SOUTH

DATE OF EXCAVATION: 11/14/13

CONTRACT SHEET NO: 1 OF 1



WASHINGTON SQUARE EAST

PLAN

N.T.S

CET



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JOB NO: MED-608 TEST PIT # 1 PAGE 2 OF 2

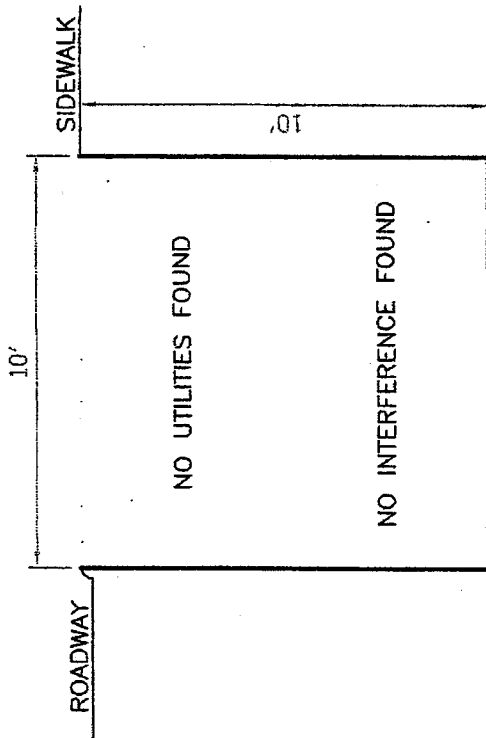
PREPARED BY: P. MALLARI DATE: 11/26/13

CHECKED BY: C. ALBEA DATE: 11/26/13

JOB NAME: MED-608 LOCATION: SIDEWALK, 5' W/V/C WASHINGTON SQ. EAST

PURPOSE: LOCATE SUB-SURFACE FACILITIES 50' N/N/C WASHINGTON SQ. SOUTH

DATE OF EXCAVATION: 11/14/13 CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING EAST

N.T.S.



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JOB NO: MED-608

TEST PIT # 5 PAGE 1 OF 2

PREPARED BY: P. MALLARI

DATE: 11/26/13

CHECKED BY: C. ALBEA

DATE: 11/26/13

JOB NAME: MED - S O S

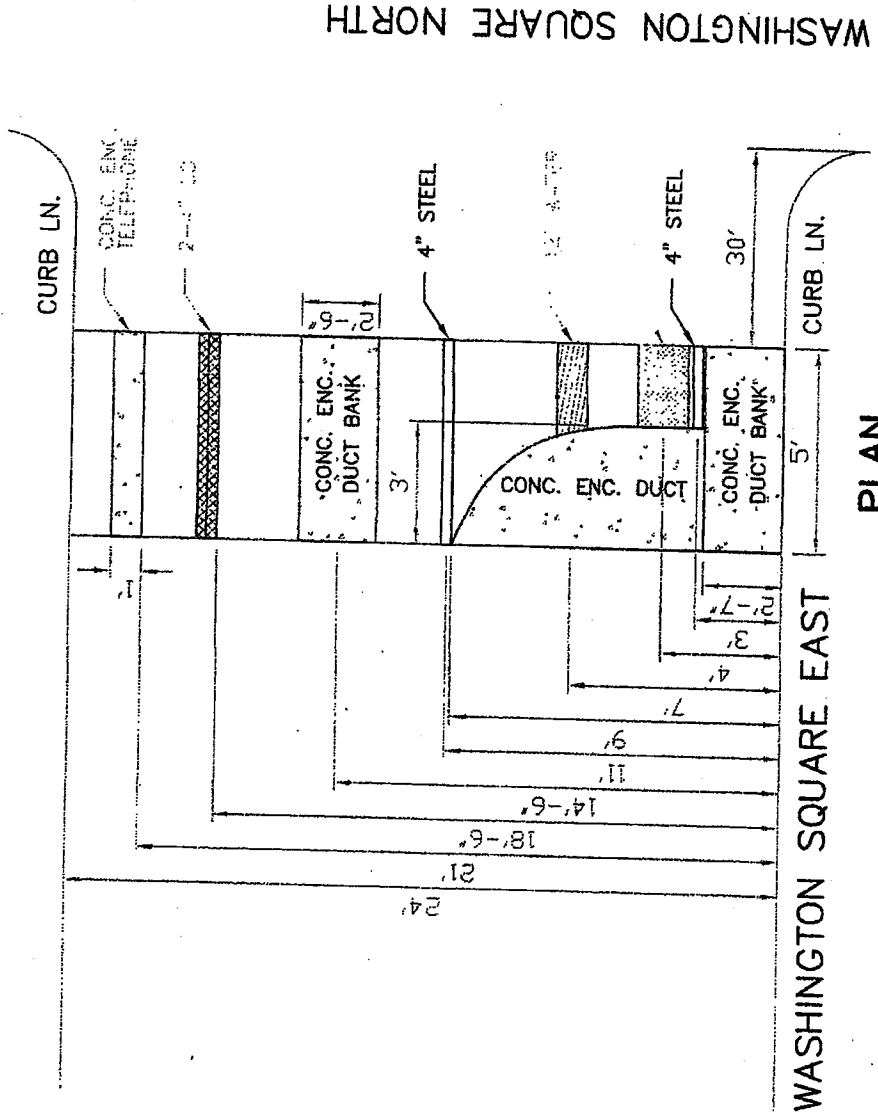
LOCATION: 12' E/W/C WASHINGTON SQ. EAST

PURPOSE: LOCATE SUB-SURFACE FACILITIES

30' S/S/C WASHINGTON SQ. NORTH

DATE OF EXCAVATION: 11/8/13

CONTRACT SHEET NO: 1 OF 1



WASHINGTON SQUARE EAST

WASHINGTON SQUARE NORTH

PLAN

N.T.S.

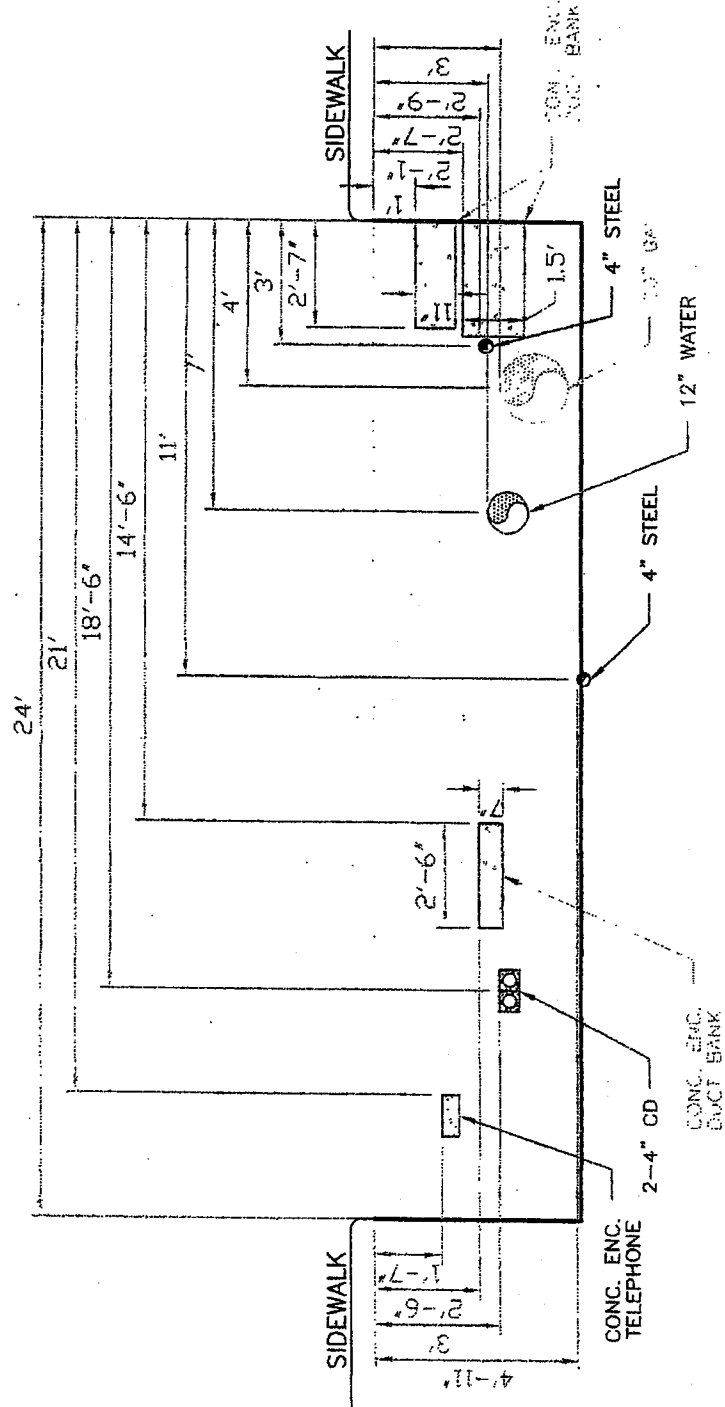
CET

109, 111
330E



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JOB NO: MED-608 TEST PIT # 5 PAGE 2 OF 2
 PREPARED BY: P. MALLARI DATE: 11/26/13
 CHECKED BY: C. ALBEA DATE: 11/26/13
 JOB NAME: MED - S - O - S LOCATION: 12' E/W/C WASHINGTON SQ. EAST
 PURPOSE: LOCATE SUB-SURFACE FACILITIES 30' S/S/C WASHINGTON SQ. NORTH
 DATE OF EXCAVATION: 11/8/13 CONTRACT SHEET NO: 1 OF 1



PROFILE -- LOOKING NORTH
 N.T.S.



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JOB NO: MED-608 TEST PIT # 7A PAGE 1 OF 2

PREPARED BY: P. MALLARI DATE: 11/26/13

CHECKED BY: C. ALBEA DATE: 11/26/13

JOB NAME: MED - S O S LOCATION: 67' E/E/C FIFTH AVENUE

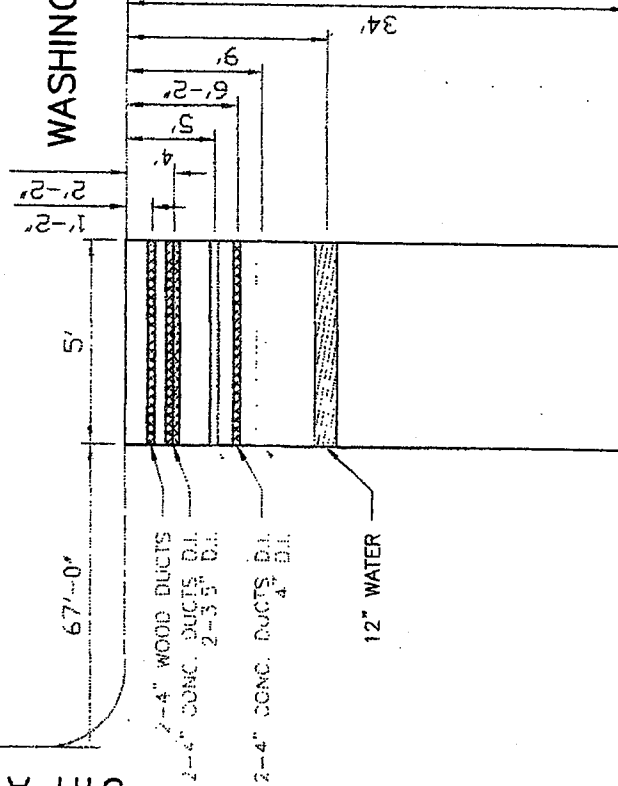
PURPOSE: LOCATE SUB-SURFACE FACILITIES 17' S/N/C WASHINGTON SQ. NORTH

DATE OF EXCAVATION: 11/12/13 CONTRACT SHEET NO: 1 OF 1



5TH AVENUE

WASHINGTON SQUARE NORTH CURB LN.



PLAN
N.T.S

CET
111, 300
330E



JOB NO: MED-608

TEST PIT # 7A PAGE 2 OF 2

PREPARED BY: P. MALLARI

DATE: 11/26/13

CHECKED BY: C. ALBEA

DATE: 11/26/13

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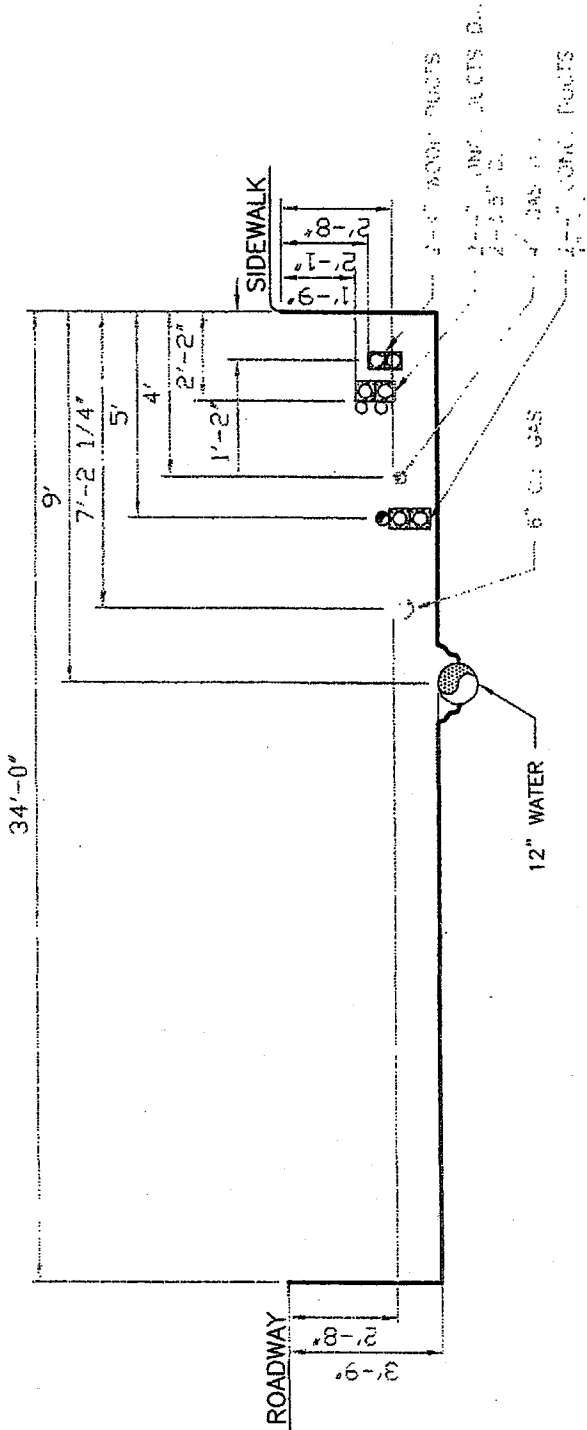
JOB NAME: MED - 608 LOCATION: 67' E/E/C FIFTH AVENUE

PURPOSE: LOCATE SUB-SURFACE FACILITIES

17' S/N/C WASHINGTON SQ. NORTH

DATE OF EXCAVATION: 11/12/13

CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING WEST

N.T.S.



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JOB NO: MED-608 TEST PIT # 9 PAGE 1 OF 2

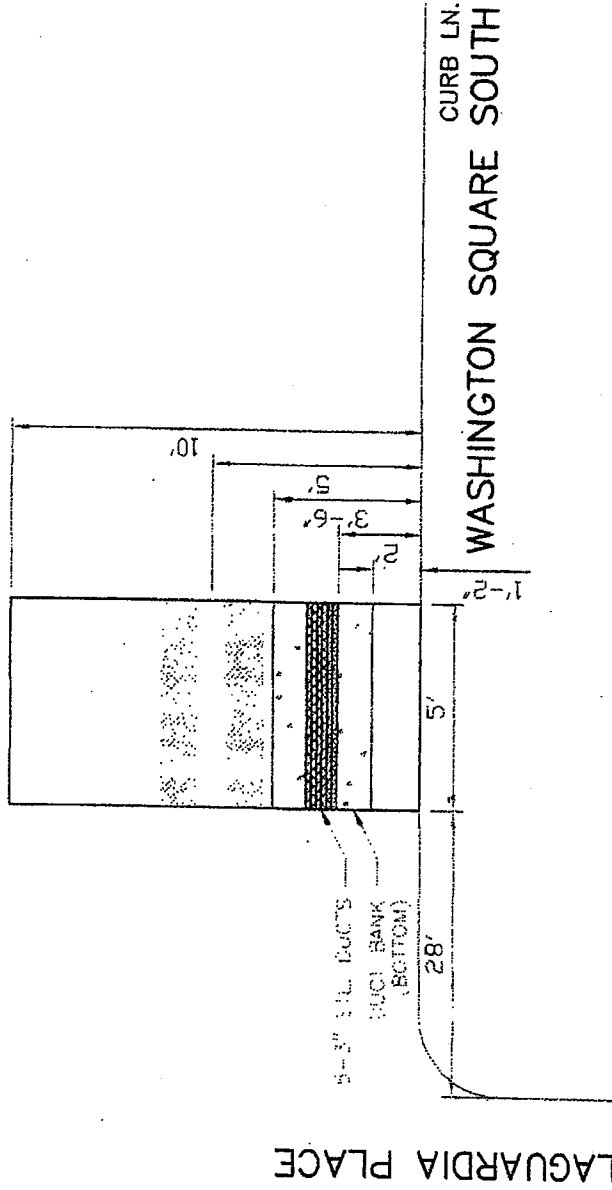
PREPARED BY: P. MALLARI DATE: 11/26/13

CHECKED BY: C. ALBEA DATE: 11/26/13

JOB NAME: MED - SOD LOCATION: 28' E/E/C LA GUARDIA PLACE

PURPOSE: LOCATE SUB-SURFACE FACILITIES 5' N/S/C WASHINGTON SQUARE SOUTH

DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PLAN

N.T.S

CET



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JOB NO: MED-608 TEST PIT # 9 PAGE 2 OF 2

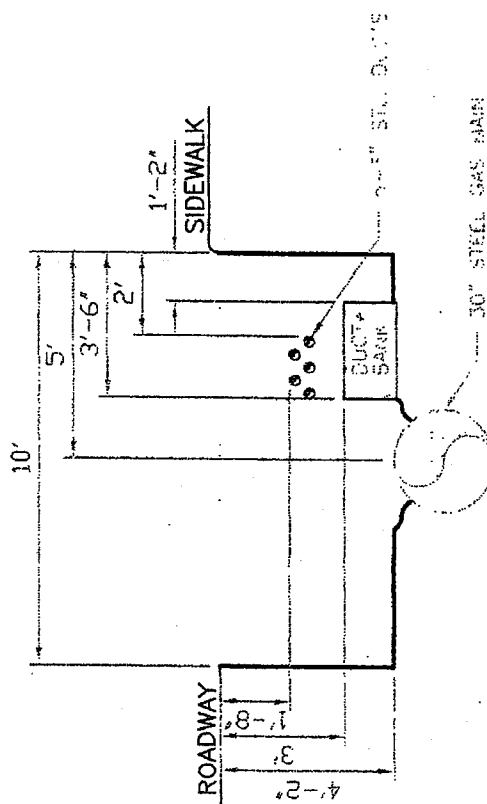
PREPARED BY: P. MALLARI DATE: 11/26/13

CHECKED BY: C. ALBEA DATE: 11/26/13

JOB NAME: MED-608 LOCATION: 28' E/E/C LA GUARDIA PLACE

PURPOSE: LOCATE SUB-SURFACE FACILITIES 5' N/S/C WASHINGTON SQUARE SOUTH

DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING EAST

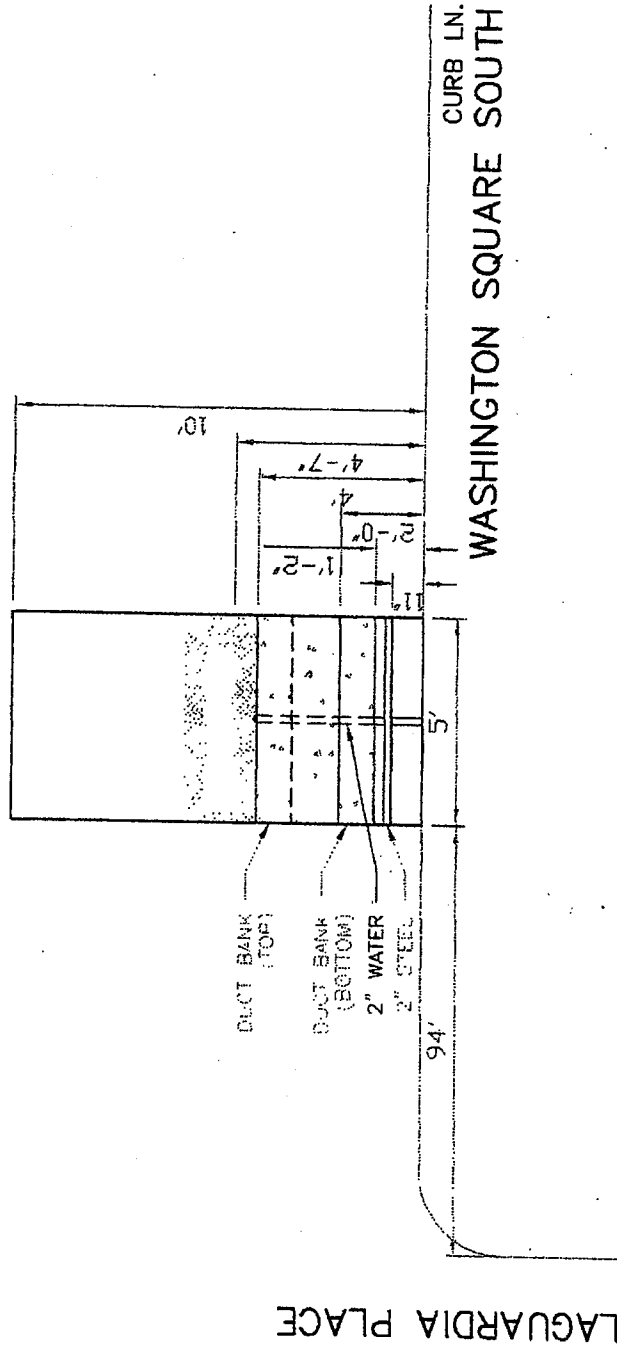
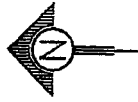
N.T.S.



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JOB NO: MED-608 TEST PIT # 10 PAGE 1 OF 2
PREPARED BY: P. MALLARI DATE: 11/26/13
CHECKED BY: C. ALBEA DATE: 11/26/13

JOB NAME: MED - SOD LOCATION: 94' N/S/C WASHINGTON SQUARE EAST
5' N/S/C WASHINGTON SQUARE SOUTH
PURPOSE: LOCATE SUB-SURFACE FACILITIES
DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PLAN
N.T.S

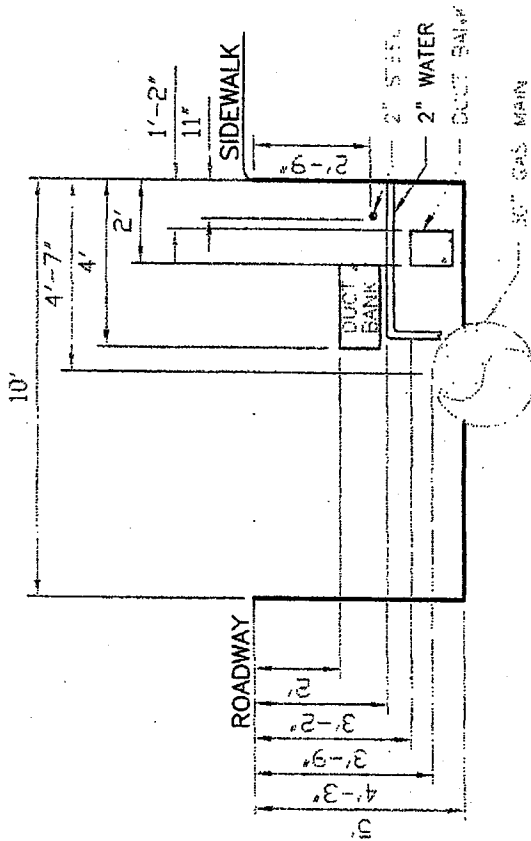
CET



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JOB NO: MED-608 TEST PIT # 10 PAGE 2 OF 2
PREPARED BY: P. MALLARI DATE: 11/26/13
CHECKED BY: C. ALBEA DATE: 11/26/13

JOB NAME: MED - S O B LOCATION: 94' W/V/C WASHINGTON SQUARE EAST
PURPOSE: LOCATE SUB-SURFACE FACILITIES 5' N/S/C WASHINGTON SQUARE SOUTH
DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING EAST
N.T.S.



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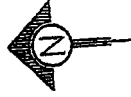
JOB NO: MED-608
PREPARED BY: P. MALLARI
CHECKED BY: C. ALBEA

TEST PIT # 12 PAGE 1 OF 2
DATE: 11/27/13
DATE: 11/27/13

JOB NAME: MED-608
PURPOSE: LOCATE SUB-SURFACE FACILITIES
DATE OF EXCAVATION: 11/6/13

LOCATION: 23' E/E/C WASHINGTON SQUARE EAST
5' N/S/C WEST 4TH STREET
CONTRACT SHEET NO: 1 OF 1

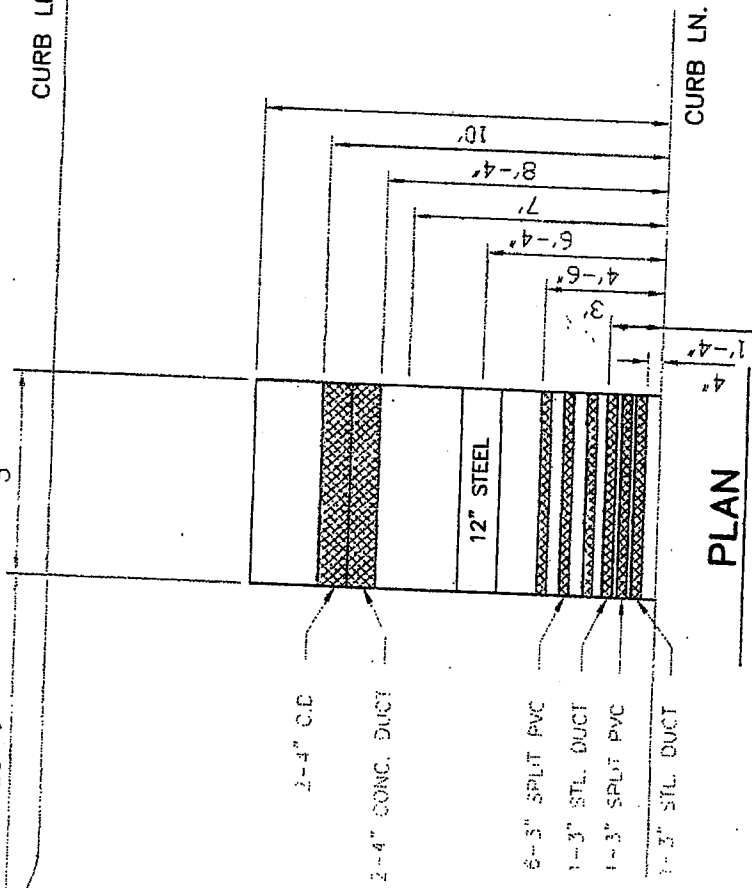
WASHINGTON SQUARE EAST



WEST 4TH STREET
CURB LN.

23'-0"

5'



CURB LN.

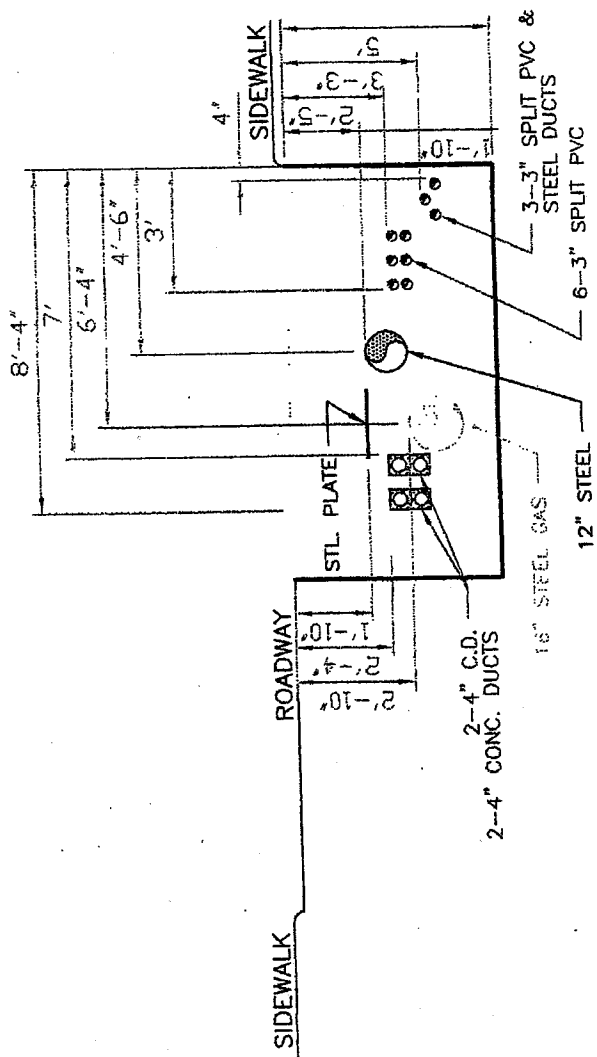
PLAN
N.T.S.

CET
100,200
225,401
402



conEdison

JOB NO: MED-608 TEST PIT # 12 PAGE 2 OF 2
 PREPARED BY: P. MALLARI DATE: 11/27/13
 CHECKED BY: C. ALBEA DATE: 11/27/13
 JOB NAME: MED-608 LOCATION: 23' E/E/C WASHINGTON SQUARE SOUTH
 PURPOSE: LOCATE SUB-SURFACE FACILITIES 5' N/S/C WEST 4TH STREET
 DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



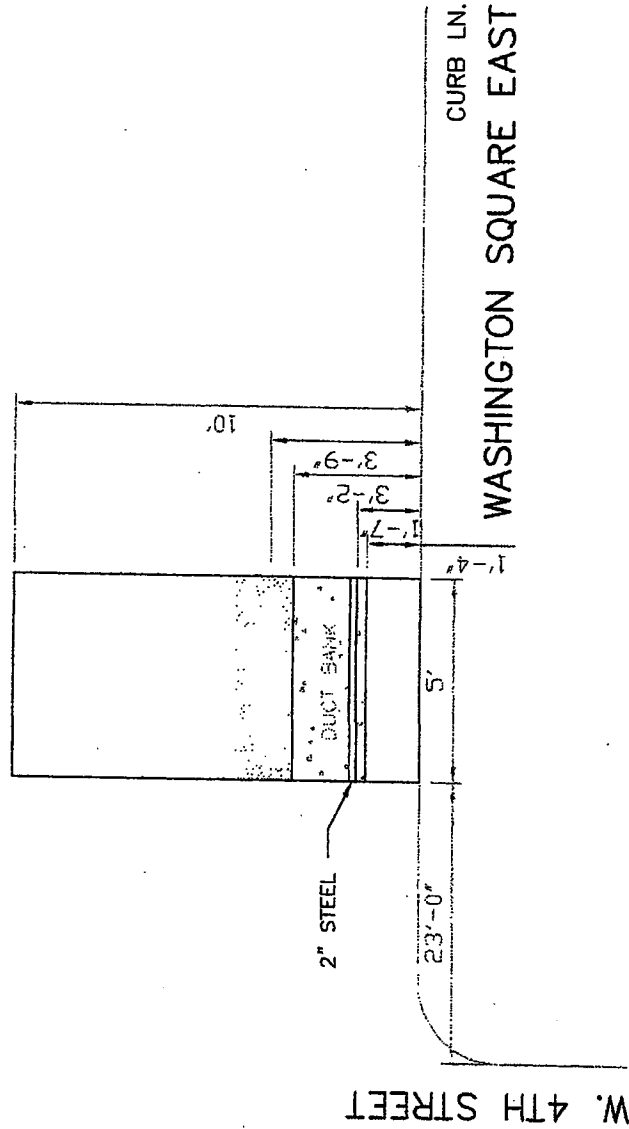
PROFILE - LOOKING EAST
 N.T.S.



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JOB NO: MED-608 TEST PIT # 13 PAGE 1 OF 2
 PREPARED BY: P. MALLARI DATE: 11/27/13
 CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MED - S O B LOCATION: 23' N/N/C WEST 4TH STREET
5' W/E/C/ WASHINGTON SQUARE EAST
 PURPOSE: LOCATE SUB-SURFACE FACILITIES.
 DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PLAN
 N.T.S

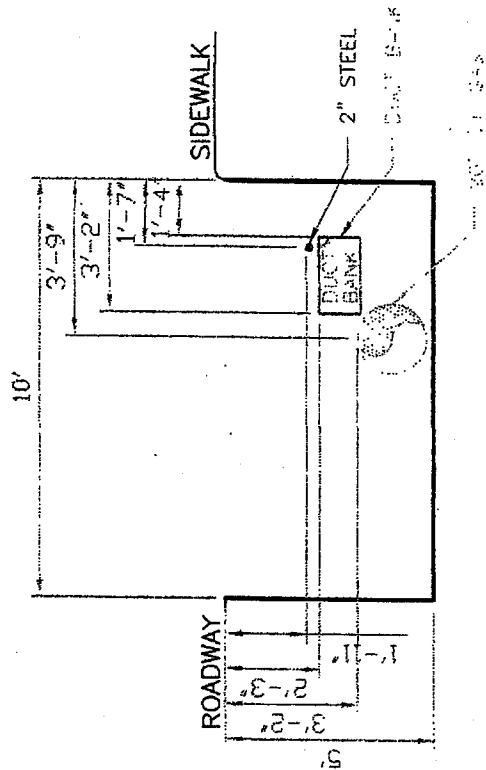
CET
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conEdison

JOB NO: MED-608 TEST PIT # 13 PAGE 2 OF 2
PREPARED BY: P. MALLARI DATE: 11/27/13
CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MEDISON LOCATION: 23' N/N/C WEST 4TH STREET
PURPOSE: LOCATE SUB-SURFACE FACILITIES 5' W/E/C WASHINGTON SQUARE EAST
DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PROFILE -- LOOKING NORTH

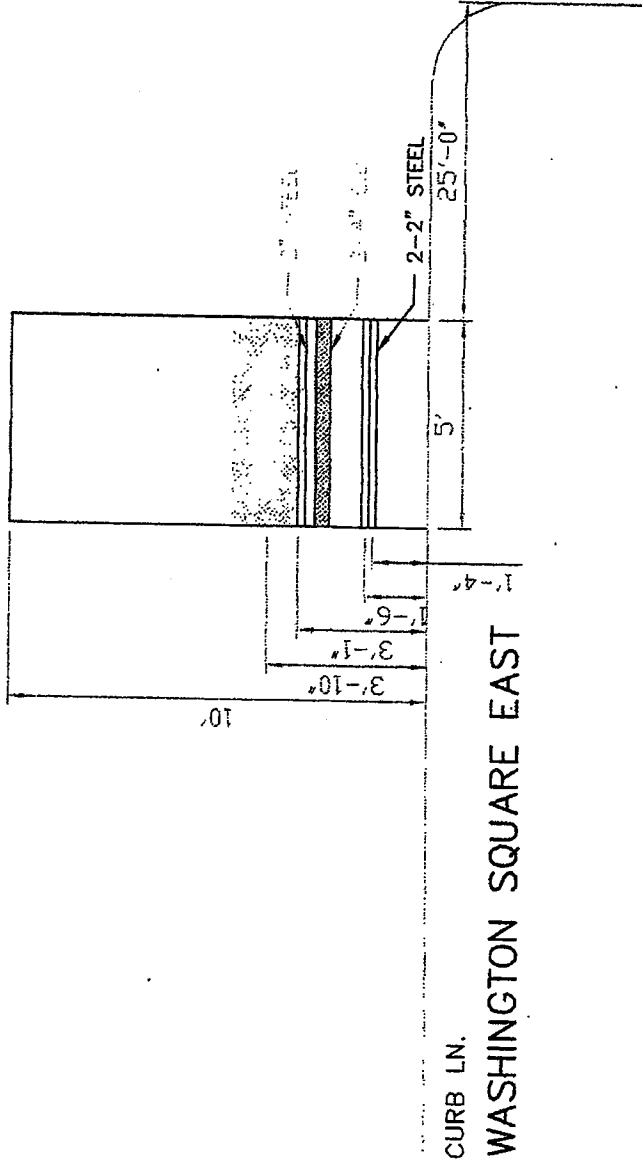
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JOB NO: MED-608 TEST PIT # 14 PAGE 1 OF 2
PREPARED BY: P. MALLARI DATE: 11/27/13
CHECKED BY: C. ALBERA DATE: 11/27/13

JOB NAME: MED - SODS LOCATION: 5' V/E/C WASHINGTON SQUARE EAST
PURPOSE: LOCATE SUB-SURFACE FACILITIES 25' S/S/C/ WASHINGTON PLACE
DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PLAN

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JOB NO: MED-608 TEST PIT # 14 PAGE 2 OF 2

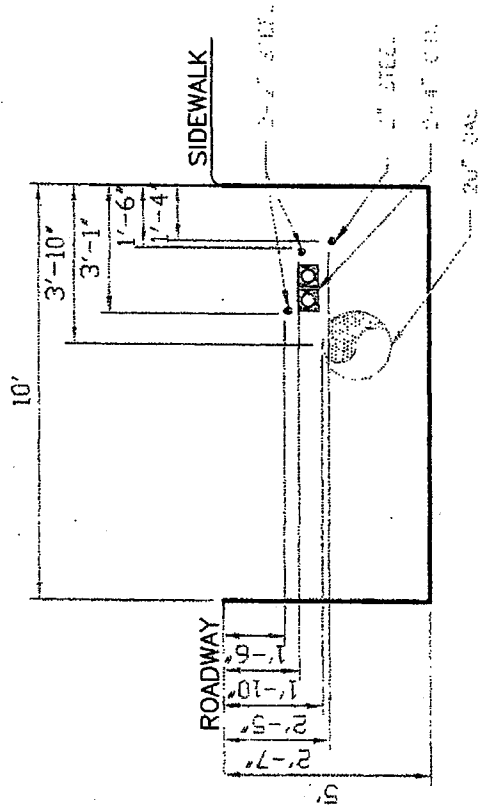
PREPARED BY: P. MALLARI DATE: 11/27/13

CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MED - S O B LOCATION: 5' W/E/C WASHINGTON SQUARE EAST

PURPOSE: LOCATE SUB-SURFACE FACILITIES 25' S/S/C WASHINGTON PLACE

DATE OF EXCAVATION: 11/6/13 CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING NORTH

N.T.S.

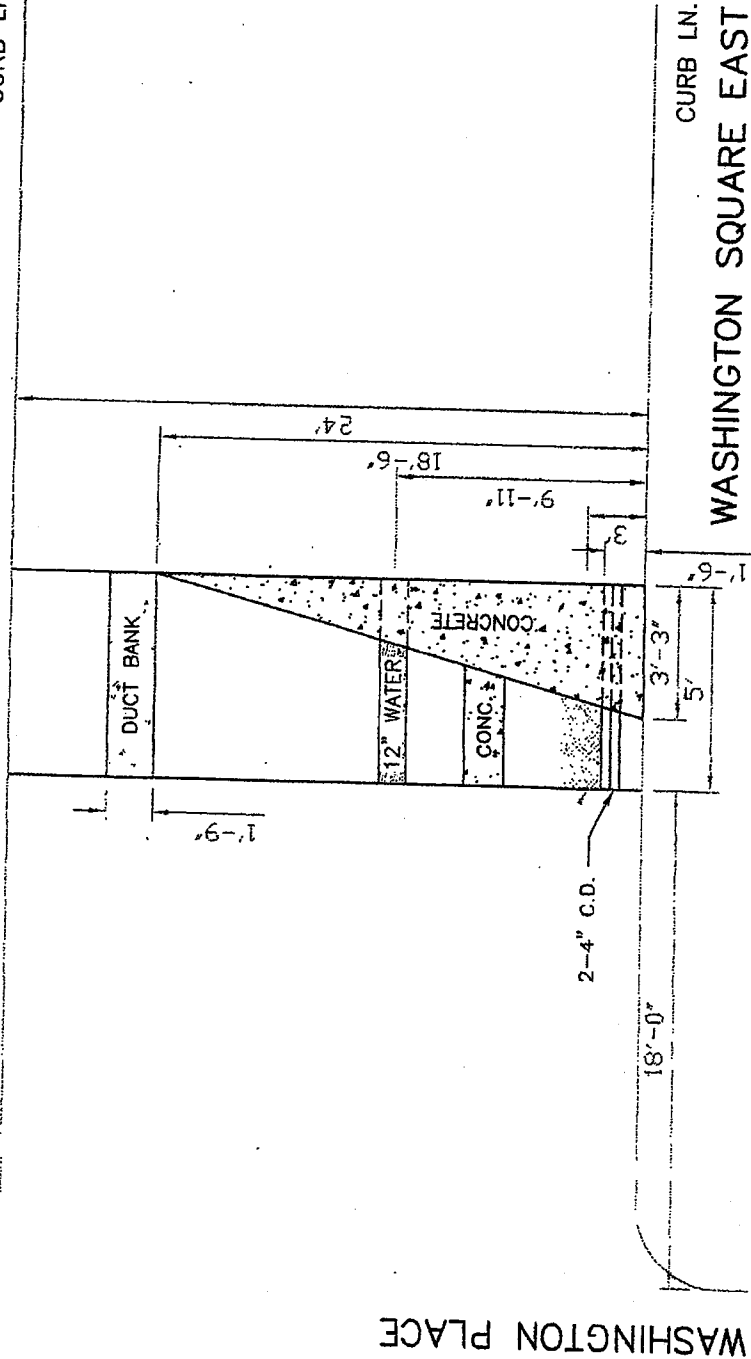


conEdison

JOB NO: MED-608 TEST PIT # 15 PAGE 1 OF 2
PREPARED BY: P. MALLARI DATE: 11/27/13
CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MED - S O S LOCATION: 12' E/W/C WASHINGTON SQUARE EAST
PURPOSE: LOCATE SUB-SURFACE FACILITIES 18' N/N/C/ WASHINGTON PLACE
DATE OF EXCAVATION: 11/7/13 CONTRACT SHEET NO: 1 OF 1

CURB LN.



PLAN

N.T.S.

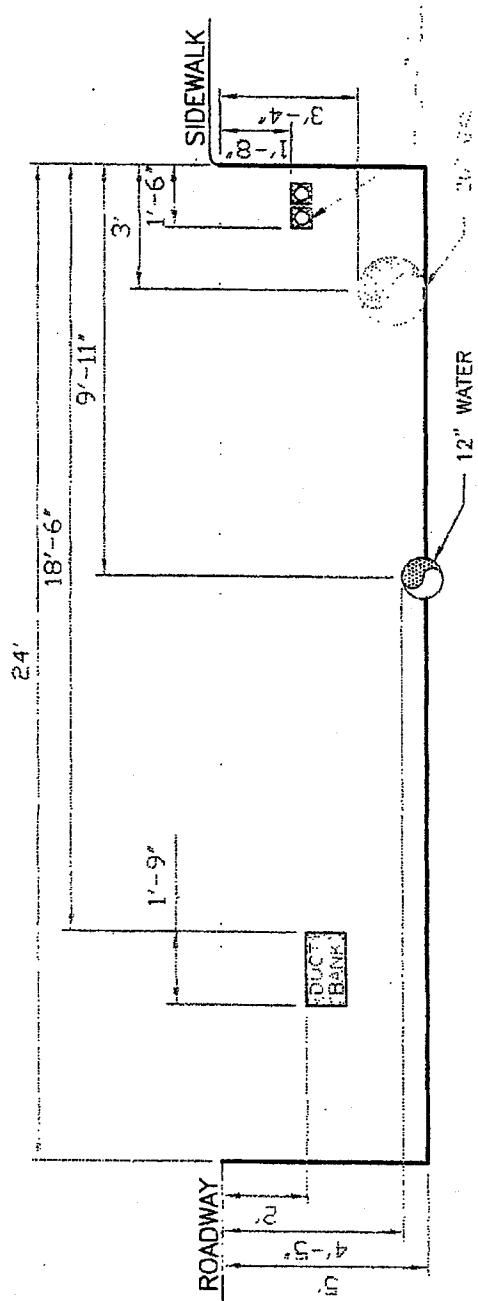
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330E



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JOB NO: MED-608 TEST PIT # 15 PAGE 2 OF 2
PREPARED BY: P. MALLARI DATE: 11/27/13
CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MEDISON LOCATION: 12' E/W/C WASHINGTON SQUARE EAST
PURPOSE: LOCATE SUB-SURFACE FACILITIES 18' N/N/C WASHINGTON PLACE
DATE OF EXCAVATION: 11/7/13 CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING NORTH

N.T.S.



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JOB NO: MED-608 TEST PIT # 16 PAGE 1 OF 2

PREPARED BY: P. MALLARI DATE: 11/27/13

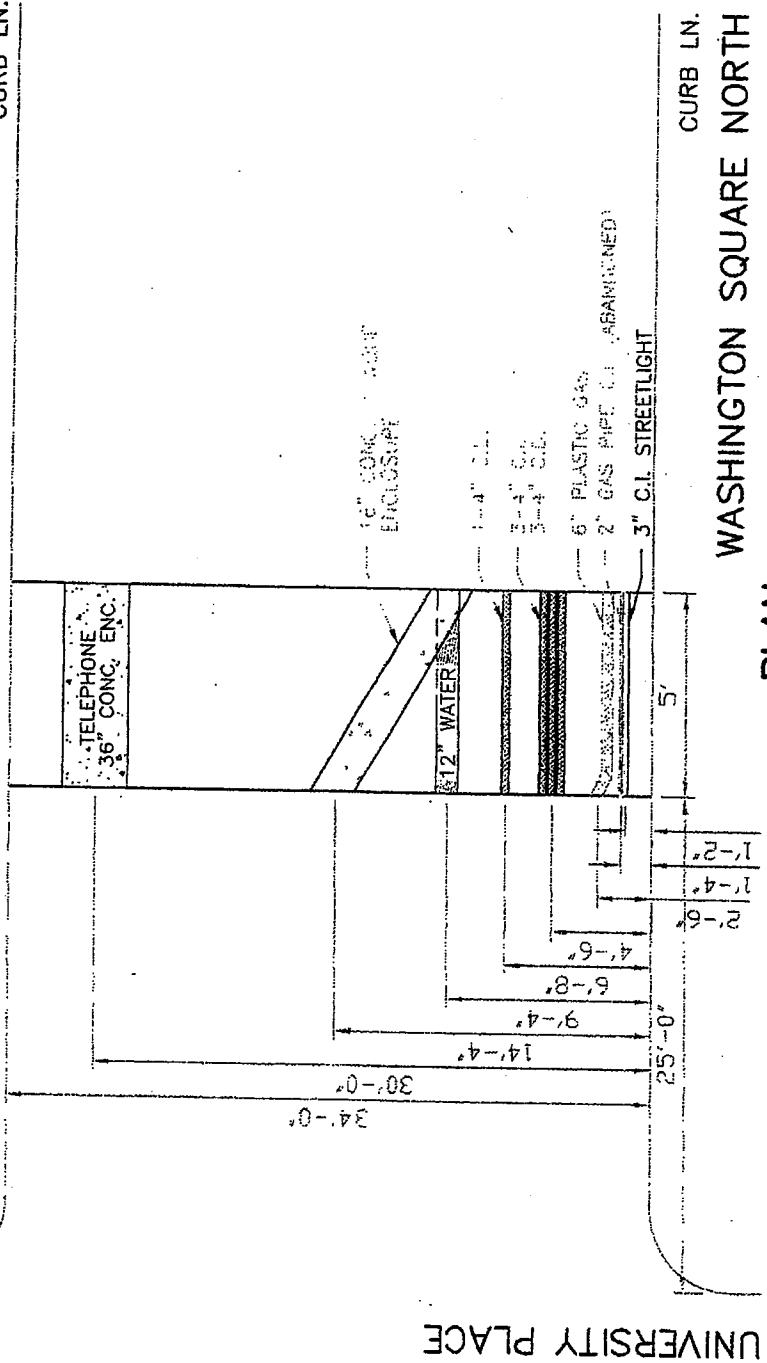
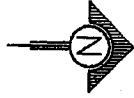
CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MED LOCATION: 25' W/W/C WASHINGTON SQUARE NORTH

PURPOSE: LOCATE SUB-SURFACE FACILITIES 17' S/N/C UNIVERSITY PLACE

DATE OF EXCAVATION: 11/12/13 CONTRACT SHEET NO: 1 OF 1

CURB LN.



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JOB NO: MED-608 TEST PIT # 16 PAGE 2 OF 2

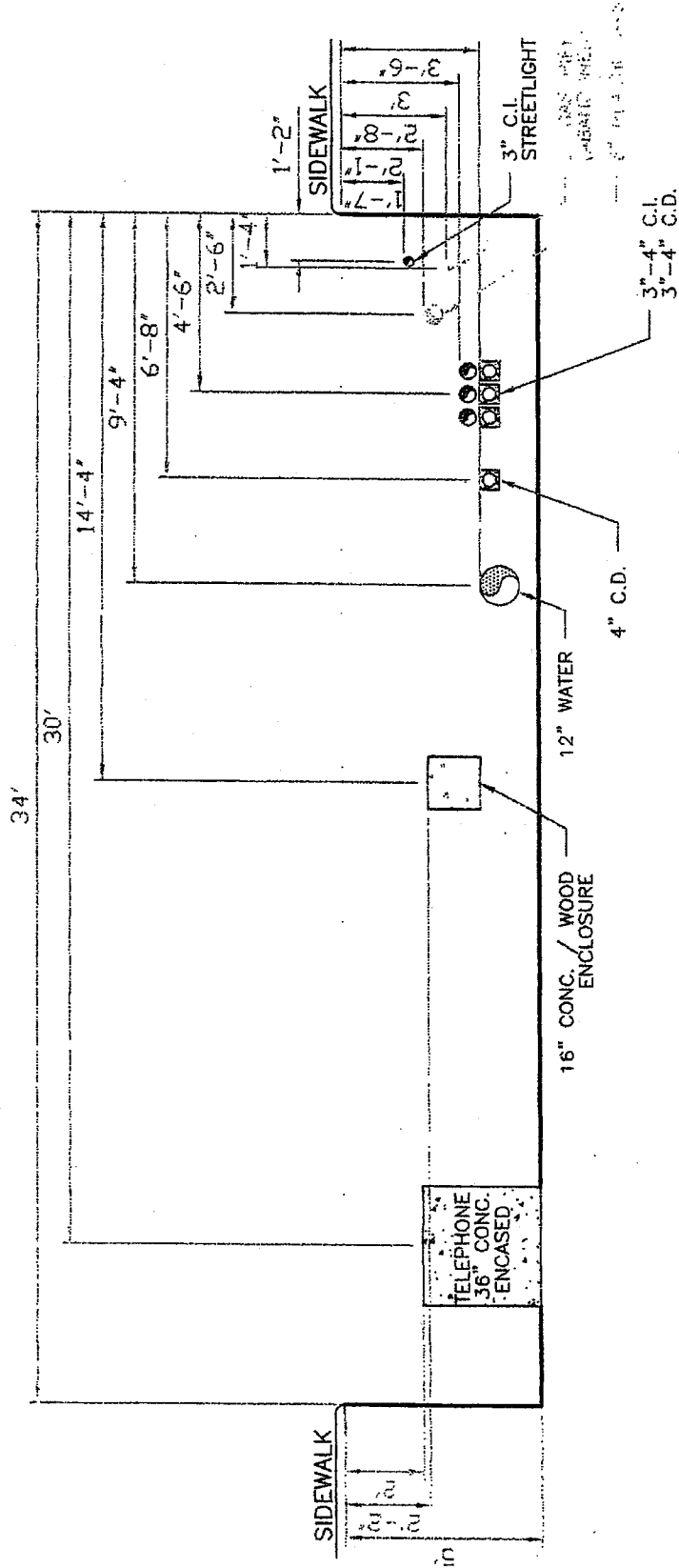
PREPARED BY: P. MALLARI DATE: 11/27/13

CHECKED BY: C. ALBEA DATE: 11/27/13

JOB NAME: MED - SODS LOCATION: 25' W/V/C WASHINGTON SQUARE NORTH

PURPOSE: LOCATE SUB-SURFACE FACILITIES 17' S/N/C UNIVERSITY PLACE

DATE OF EXCAVATION: 11/12/13 CONTRACT SHEET NO: 1 OF 1



PROFILE - LOOKING WEST

N.T.S.



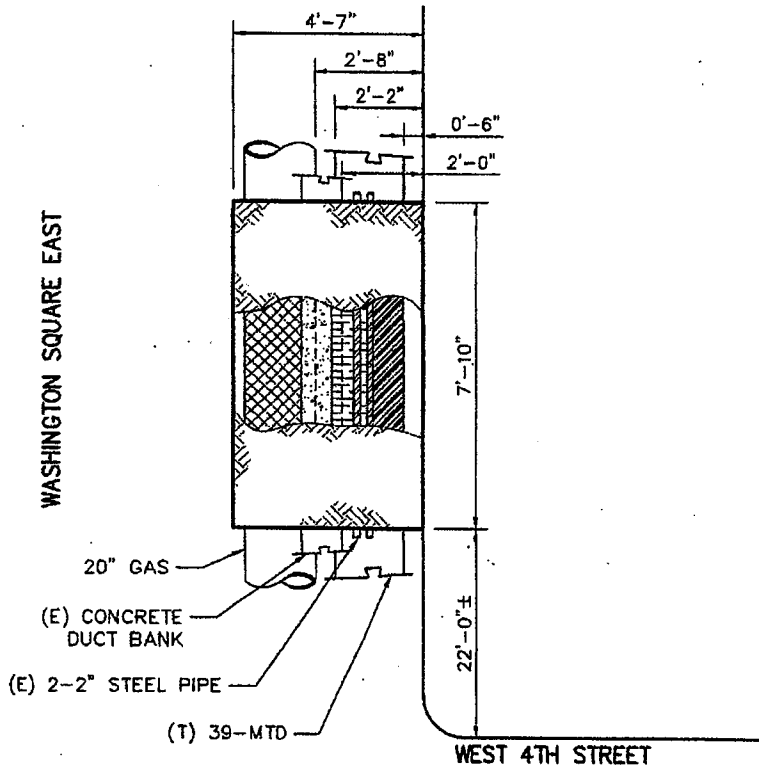
JOB NO.: MED608
 JOB: WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK

TEST PIT #: 1
 TP DATE: 04/14/2014
 INSPECTOR: PM

LOCATION: E/S WASHINGTON SQUARE EAST N/O WEST 4TH STREET

PURPOSE: LOCATE FACILITIES, TYPE 3 CATCH BASIN REQUEST

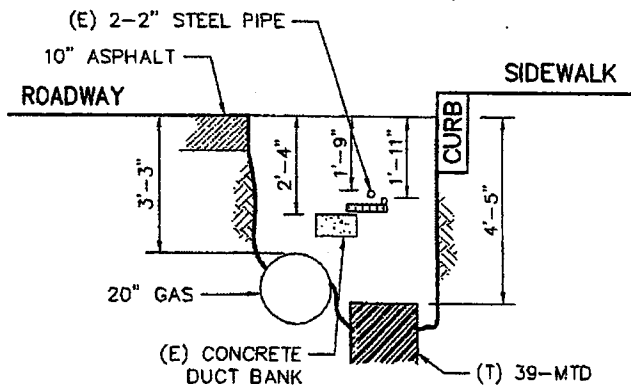
DIMENSION: 7'-10" x 4'-7" x 4'-5" VOLUME: 5.9 C.Y. SHEET NO. 1 OF 3



NOTE:
 1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN

CET
 ITEMS



SECTION LOOKING NORTH



JOB NO.: MED608

TEST PIT #: 2

JOB: WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK

TP DATE: 04/14/2014

INSPECTOR: PM

LOCATION: E/S WASHINGTON SQUARE EAST S/O WASHINGTON PLACE

PURPOSE: LOCATE FACILITIES, TYPE 3 CATCH BASIN REQUEST

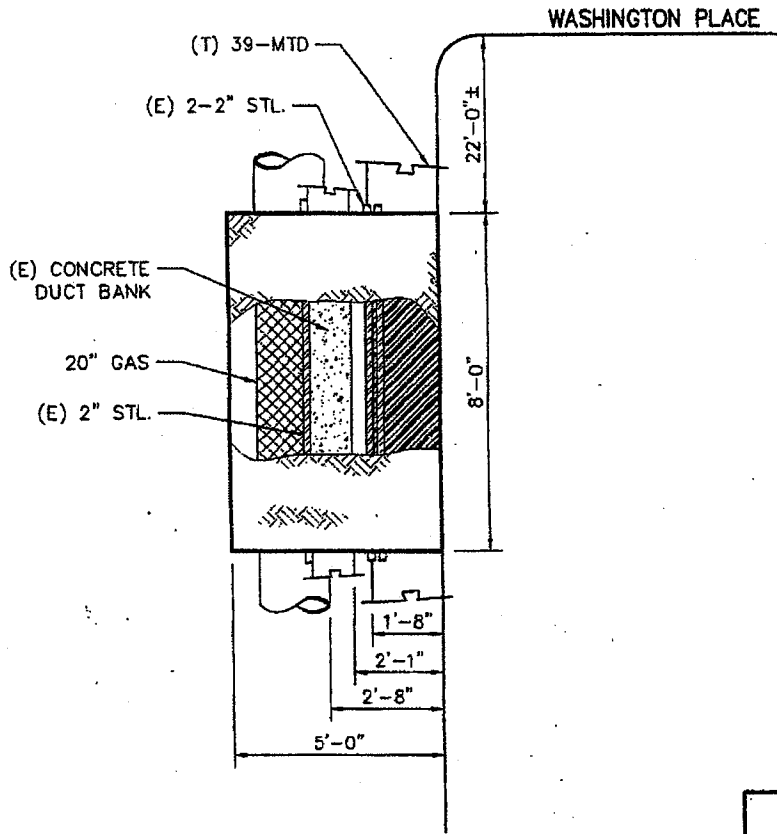
DIMENSION: 8'-0" x 5'-0" x 4'-5"

VOLUME: 6.5 C.Y.

SHEET NO. 2 OF 3



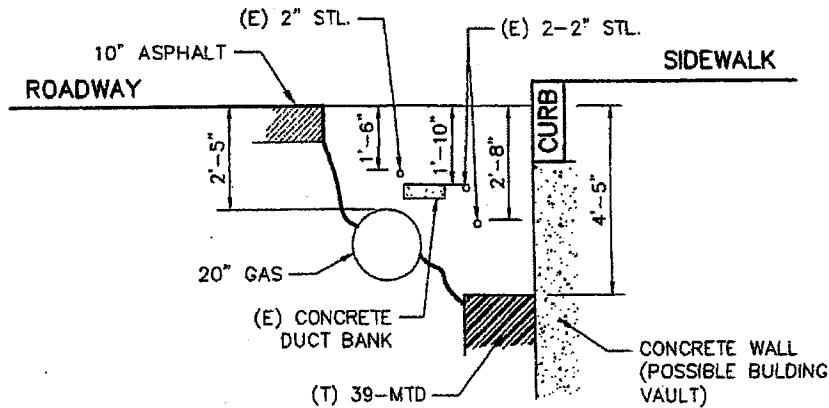
WASHINGTON SQUARE EAST



NOTE:
1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN

CET
ITEMS



SECTION LOOKING NORTH



JOB NO.: MED608
 JOB: WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK

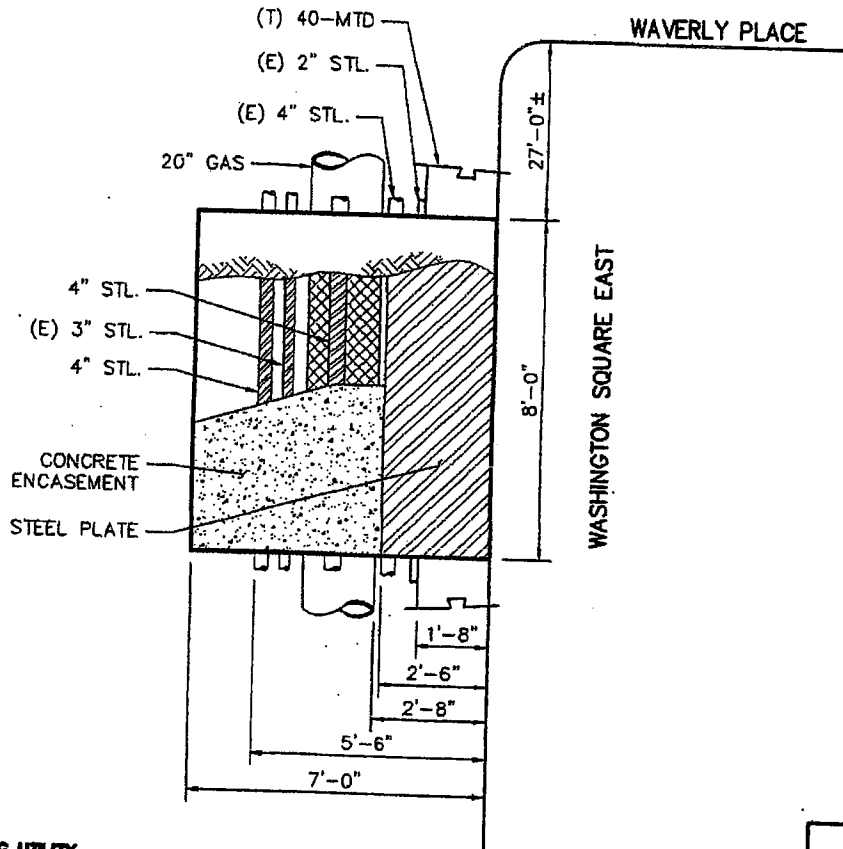
TEST PIT #: 3
 TP DATE: 04/14/2014
 INSPECTOR: PM

LOCATION: E/S WASHINGTON SQUARE EAST S/O WAVERLY PLACE

PURPOSE: LOCATE FACILITIES, TYPE 3 CATCH BASIN REQUEST

DIMENSION: 8'-0" x 7'-0" x 4'-7" VOLUME: 9.5 C.Y.

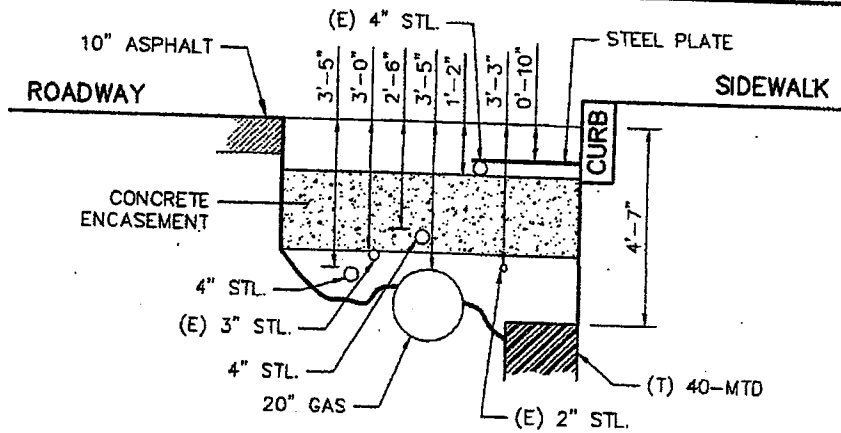
SHEET NO. 3 OF 3



NOTE:
 1. ALL DRAWINGS SHOWING UTILITY SUPPORT AND PROTECT WORK ARE FOR REFERENCE ONLY.

PLAN

CET
 ITEMS



SECTION LOOKING NORTH

END OF ADDENDUM No.4

**This Addendum consists of One Hundred and Ten (110) pages
And Six (6) sheets of Contract Drawings**

ATTACH TO CONTRACT DOCUMENTS

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

PROJECT ID: MED608

**WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK**

**Together With All Work Incidental Thereto
BOROUGH OF MANHATTAN**

ADDENDUM NO. 5

DATED: August 26, 2014

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

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NONHAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS**

(NO TEXT ON THIS PAGE)

**SPECIFICATIONS FOR
HANDLING, TRANSPORTATION AND DISPOSAL
OF NON-HAZARDOUS AND POTENTIALLY HAZARDOUS
CONTAMINATED MATERIALS**

Water Main Connection at Washington Square Park

Borough of Manhattan

DDC Project No. MED608

Prepared By:



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

30-30 Thomson Avenue, 3rd Floor
Long Island City, New York 11101

Date: 07/07/14

A5-3

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ITEM 8.01 C1	<u>HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS</u>	1
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ITEM 8.01 H	<u>HANDLING, TRANSPORTING AND DISPOSAL OF HAZARDOUS SOILS</u>	9
ITEM 8.01 S	<u>HEALTH AND SAFETY</u>	15
ITEM 8.01 W1	<u>REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER</u>	20
ITEM 8.01 W2	<u>SAMPLING AND TESTING OF CONTAMINATED WATER</u>	27

- Attachments**
1. New York City Department of Environmental Protection Limitations for Effluent to Storm-Sanitary or Combined Sewers Parameters
 2. Applicable Regulations
 3. Definitions

ITEM 8.01 C1 HANDLING, TRANSPORTING AND DISPOSAL OF NON-HAZARDOUS CONTAMINATED SOILS

8.01 C1.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of non-hazardous contaminated soils. The materials covered by this specification are soils that are contaminated with petroleum or chemical products but cannot be classified as hazardous waste. For the purpose of this specification, soil shall be defined as any material excavated below the pavement and base for pavement.

Non-hazardous contaminated soils are defined as soils exhibiting one or more of the following characteristics:

- ◆ Elevated Photo-Ionization Detector (PID) readings, subsequently confirmed by lab analysis
- ◆ Visual evidence of contamination
- ◆ Petroleum and/or chemical odors

Non-hazardous contaminated soils must be stockpiled at an off-site approved location or secured on-site by the Contractor, meeting all required Federal, State and Local stipulations. Sampling and laboratory analysis must be conducted to determine if the soils are hazardous, unless the alternative procedure as defined under subsection 8.01 C1.1 A.5 has been agreed upon by treatment facilities. Contaminated soils determined to be non-hazardous shall be handled in accordance with the specifications herein for Item 8.01 C1. Contaminated soils determined to be hazardous shall be handled in accordance with the specifications for Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils.

The Contractor shall retain the services of an independent Environmental Consultant, as specified under Item 8.01 S – Health and Safety, to oversee the work required under this Item.

Non-hazardous soils shall be delivered to the disposal or treatment facility within thirty (30) calendar days after excavation.

The Contractor shall conduct sampling and analysis of the impacted soils as specified under Item 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soils for Disposal Parameters. The laboratory results shall be forwarded to DDC Program Administration, Engineering Support Services (ESS) for review to determine if the soils will be handled and disposed of as contaminated regulated soils or hazardous waste. No other soils shall be sampled or tested without the DDC's approval or direction.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of non-hazardous contaminated soils are in compliance with all applicable Federal, State, and City statutes and regulations.

The Contractor shall document the excavation, handling, transportation and disposal of non-hazardous contaminated soils. The Contractor shall supply all equipment, material and labor required to conduct the specified work of this Item.

- A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:
1. The Contractor's procedures for identifying non-hazardous contaminated soils during excavation, including the specific model and manufacturer of intended organic vapor

monitoring equipment and calibration procedures to be used. It should also include the training and experience of the personnel who will operate the equipment.

2. The Contractor's procedures for safely handling non-hazardous contaminated soils. The procedures must include personnel safety and health as well as environmental protection considerations.
3. Name, address, New York State Department of Health's (DOH) Environmental Laboratories Accreditation Program (ELAP) status and telephone number of the proposed laboratory for analysis of representative soil samples. The ELAP for the intended analysis must approve the laboratory.
4. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and Waste Transporter Permit Number
 - b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
5. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures may include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility.
6. A backup facility should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
7. Identification of the Contractor's two proposed Treatment Storage or Disposal (TSD) facilities for non-hazardous contaminated soils (primary and back-up) for final disposal of the soils. The primary TSD shall be an approved soil recycling/treatment facility. The backup facility may be a recycling/treatment facility or a New York State Department of Environmental Conservation (DEC) approved lined landfill or other facility approved by DEC to accept this material. The information required for each facility shall include:
 - a. Facility name and the State identification number
 - (1) Facility location
 - (2) Name of responsible contact for the facility
 - (3) Telephone number for contact
 - (4) Signed letter of agreement to accept waste as specified in this contract
 - (5) Unit of measure utilized at facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility.

- c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility's last compliance inspection.
 - f. A list of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violations issued to the proposed facility shall be provided. The source and nature of the cause of violation shall be stated, if known.
8. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

8.01 C1.2 MATERIALS

- A. Containers shall be as required in the United State Department of Transportation (DOT) regulations.
- B. Polyethylene to be placed under (20 mil. thickness minimum) and over (10 mil. thickness minimum) soil piles.
- C. The Contractor shall assure that the waste hauler's appropriate choice of vehicles and operating practices shall prevent spillage or leakage of contaminated material from occurring en route.
- D. The Contractor shall provide, install and maintain any temporary loading facilities on site as required until completion of material handling activities. The location and design of any facilities shall be included in the MHP and be approved by the Program Administration, ESS.

8.01 C1.3 CONSTRUCTION DETAILS

A. Material Handling

- 1. Immediately after excavation of non-hazardous contaminated soil the Contractor shall:
 - a. Load material directly onto trucks/tankers/roll offs for disposal off site; or
 - b. If interim stockpiling is required, place on a minimum of 20 mil. or equivalent plastic ground cloth and cover by minimum of 10 mil. polyethylene sheeting or equivalent to protect against leaching or runoff of contaminants into groundwater or stormwater. Weight or secure the sheeting by appropriate means and seal seams as approved by the DDC to prevent tearing or removal by weather. Grade surrounding surface to provide for positive drainage away from pile. Stockpile shall not exceed 100 cubic yards.
- 2. Institute appropriate procedures and security measures to ensure the protection of site personnel and the public from contaminated materials as described in the approved MHP and Item 8.01 S - Health and Safety.
- 3. Any soil encountered that appears to contain unknown contaminants (based on visual, odor, or other observation), or that vary substantially from the material originally

identified must be segregated in stockpiles and the independent Environmental Consultant promptly notified. Construct stockpiles to the same requirements as stated in subsection A.1.b above.

4. Provide any dewatering that is necessary to complete the work. Contaminated water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
5. Provide and operate field organic vapor test equipment, a PID or a flame ionization detector (FID), to detect general organic vapor levels at intervals of approximately fifty (50) cubic yards of soil excavated, when visual or odor observations indicate the material may substantially differ from the soil previously excavated and/or as directed by the independent Environmental Consultant.

B. Off-Site Transportation to Disposal or Treatment Facility

1. General

- a. The Contractor shall furnish all labor, equipment, supplies and incidental costs required to transport contaminated material from the work area to the off-site disposal or treatment facility, and any other items and services required for transporting contaminated material for disposal at an off-site facility.
- b. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and en-route to the off-site scale. The Contractor shall be responsible for tracking all material/vehicles from the site to the off-site scale.
- c. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.
- d. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule.
- e. The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated soils adhering to the wheels or undercarriage are removed prior to the vehicle leaving the site.
- f. The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed necessary.
- g. **The Program Administration, ESS shall review and approve waste profiles before transportation to the TSD facility.**

2. Hauling

- a. The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the disposal or treatment facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.

- b. The Contractor shall be held responsible, at its own cost for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- c. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to and between acceptances of loads.
- d. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- e. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Any use of substitute or additional transporters must have previous written approval from the Program Administration, ESS at no additional cost to the City.
- f. The Contractor shall develop, document, and implement a policy for accident prevention.
- g. The Contractor shall not combine contaminated materials from other projects with material from this project.
- h. No material shall be transported until approved by the DDC.

3. Off-Site Disposal

- a. The Contractor shall use only the facility(ies) identified in the MPH for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and if approved shall be at no extra cost to the City.
- b. The Contractor shall be responsible for acceptance of the materials at an approved facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated treatment and/or disposal services.
- c. The DDC reserves the right to contact and visit the disposal or treatment facility and regulatory agencies to verify the agreement to accept the stated materials and to verify any other information provided.
- d. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done at no extra cost or delay to the City.
- e. The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

4. Equipment and Vehicle Decontamination

- a. The Contractor shall design and construct a portable decontamination station to be

used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work will be paid under Item 8.01 S - Health and Safety.

- b. Water generated during the decontamination process shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

8.01 C1.4 METHOD OF MEASUREMENT

Quantities for non-hazardous contaminated soils shall be measured in tons. The tonnage will be determined by off-site truck scales, as per Subsection 8.01 C1.3.B1, that are capable of generating load tickets.

8.01 C1.5 PRICE TO COVER

- A. The unit bid price bid per ton for Item 8.01 C1 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for excavation, handling, transportation, disposal, documentation, fees, permits, loading, stockpiling, hauling, and any other incidentals necessary to complete all the work as specified herein for handling, transporting, and disposal of non-hazardous contaminated soil.
- B. Final disposal of hazardous soil shall be paid for under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. Disposal of decontamination water shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. Backfill will be paid for under its respective item as specified in the contract document.
- D. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 C1	Handling, Transporting, and Disposal of Non-Hazardous Contaminated Soil	Tons

ITEM 8.01 C2 SAMPLING AND TESTING OF CONTAMINATED/ POTENTIALLY HAZARDOUS SOIL FOR DISPOSAL PARAMETERS

8.01 C2.1 WORK TO INCLUDE

A. Description

The work shall consist of collecting and analyzing representative soil samples for parameters typically requested by the disposal facilities.

B. Sampling and Laboratory Analysis

1. At least thirty (30) days prior to the commencement of work, the Contractor's independent Environmental Consultant must submit a Soil Sampling Plan/Field Sampling Plan (SSP/FSP) to the Program Administration, Engineering Support Services (ESS) for review and approval. The plan shall include the name, address, DOH's ELAP status, and telephone numbers of the proposed laboratory. The plan shall also include training and experience of the personnel who will collect the samples.
2. The Contractor shall sample and analyze representative samples of the contaminated/potentially hazardous soils. For stockpiled soils, the Contractor shall collect and analyze one (1) composite sample per 100 cubic yards or fraction thereof. Each composite sample shall consist of a minimum of five (5) grab samples collected from greater than two (2) feet below the soil surface. For drummed soil, the Contractor shall collect one (1) composite sample per (ten) 10 drums or fraction thereof. Each composite sample shall consist of a grab sample from each of the ten (10) drums or fraction thereof. Each composite sample shall be analyzed for Resource Conservation and Recovery Act (RCRA) hazardous waste characteristics (Ignitability, Reactivity, Corrosivity), Full Toxicity Characteristic Leaching Procedure (TCLP) (including RCRA metals, volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), pesticides, herbicides), Total Petroleum Hydrocarbons (TPH) and Polychlorinated Biphenyls (PCBs). All samples collected should be analyzed on a rush four (4) calendar days turn around time and analytical results must be submitted to Program Administration, ESS within five (5) calendar days after sample collection.
3. All sampling shall be conducted by a person trained in sampling protocols using standard accepted practices for obtaining representative samples.
4. The Contractor must also contact the disposal facility where the waste will be sent for permanent disposal, and arrange to collect any additional samples required by the facility. The cost associated with additional sampling and testing shall be included in the bid price of this Item.
5. The quality of the data from the sampling program is the Contractor's responsibility. The Contractor must furnish all qualified personnel, equipment and instruments necessary to carry out the sampling. Unless directed otherwise, all sampling procedures must follow the DEC sampling guidelines and protocols.
6. All sample containers shall be marked and identified with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized and other information that may be useful in determining the character of the sample. Chain-of-custody shall be tracked from laboratory issuance of sample containers through laboratory receipt of the samples.

7. The Contractor shall maintain a bound sample logbook. The Contractor shall provide DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum shall be recorded to the log:

1. Sample identification number
2. Sample location
3. Field observation
4. Sample type
5. Analyses
6. Date/time of collection
7. Collector's name
8. Sample procedures and equipment utilized
9. Date sent to laboratory and name of laboratory

8. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described in subsection B2, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described in subsection B2, as determined by industry laboratory pricing standards.

9. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the sampling location, and must be properly disposed after use.

10. Soils exceeding any of the hazardous characteristic criteria meet the legal definition of hazardous soils (rather than non-hazardous contaminated soils) and shall be transported or disposed of under Item 8.01 H – Handling, Transporting and Disposal of Hazardous Soils. All analyses must be done by a laboratory that has received approval from the ELAP for the methods to be used. The Contractor must specify the laboratory in the MHP.

8.01 C2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested. A set shall be defined as one (1) composite sample analyzed for the full range of parameters as specified in subsection B2.

8.01 C2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 C2 shall include the cost of furnishing all labor materials, plant, equipment, and insurance necessary for sampling, handling, transporting, testing, documentation, fees, permits and any other incidentals necessary to complete the work as specified herein for sampling and testing of contaminated/potentially hazardous soil.

Payment will be made under:

ITEM NUMBER	ITEM	PAYMENT UNIT
8.01 C2	Sampling and Testing of Contaminated/ Potentially Hazardous Soil for Disposal Parameters	Set

ITEM 8.01 H HANDLING, TRANSPORTING, AND DISPOSAL OF HAZARDOUS SOILS

8.01 H.1 WORK TO INCLUDE

General: This work shall consist of the handling, transportation and disposal of soils or materials that are listed as hazardous wastes or exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261. For the purpose of this specification, soils shall be defined as any materials excavated below the pavement and base for pavement.

Contaminated soils determined to be hazardous under Item 8.01 C2 shall be handled, transported, and disposed of under Item 8.01 H in accordance with the specifications herein.

The independent Environmental Consultant retained by the Contractor, as specified under Item 8.01 S – Health and Safety, shall conduct sampling and analysis of above soils to determine which soils are hazardous.

All work under Item 8.01 H shall be performed under the direct supervision of the Contractor's Environmental Consultant, as approved by the Program Administration, Engineering Support Services (ESS).

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation, and disposal of hazardous materials are in compliance with the applicable Federal, State, and Local statutes and regulations.

The Contractor shall document the excavation, handling, sampling, and testing, transportation and disposal of hazardous soils. The City shall be listed in the disposal documents as the waste generator.

The Contractor shall supply all equipment, material and labor required to conduct the specified work of this section.

The Contractor shall ensure that all operations associated with the handling, sampling, loading, transportation and disposal of hazardous soils are conducted in a manner to protect site personnel, the public and the environment, in accordance with all applicable Federal, State, and Local laws and regulations.

The Contractor shall decontaminate all equipment prior to its removal from the exclusion zone and/or following contact with hazardous materials, as detailed in Item 8.01 S - Health and Safety. Water generated during the decontamination process shall be disposed of under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

A. Material Handling Plan: Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Material Handling Plan (MHP). The MHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The MHP shall, at a minimum, consist of:

1. The Contractor's procedures for identifying contaminated/potentially hazardous soils during excavation, including instrumentation and calibration procedures to be used.
2. The Contractor's procedures for safely handling hazardous soils or soils which have not yet been tested but are believed to be potentially hazardous.
3. Identification of the Contractor's proposed waste transporter(s). This information shall include:
 - a. Name and waste transporter permit number

- b. Address
 - c. Name of responsible contact for the hauler
 - d. Telephone number for the contact
 - e. Any and all necessary permit authorizations for each type of waste transported
 - f. Previous experience in performing the type of work specified herein
4. All staging/stockpiling areas (if stockpiling areas are intended and available), or alternate procedures that will be used. Alternate procedures could include, but are not limited to, agreements from the intended disposal or treatment facilities to accept boring data and/or analytical data previously obtained during the site characterization so that materials may be directly loaded into vehicles for shipment to the disposal facility or the use of off-site stockpiling locations approved by the DEC.
 5. A backup facility, should the staging/stockpile areas become unavailable, insufficient in area or not be present by some other unforeseen difficulty.
 6. Identification of the Contractor's two proposed United State Environmental Protection Agency (EPA) or DEC approved RCRA TSD facilities for hazardous soils.
 7. The Contractor shall submit the following information prior to any transportation of soils regarding the temporary and final off-site TSD or facilities where it is proposing to take hazardous soils. The expense of furnishing all information will be included in the Contractor's bid price:
 - a. General Information
 - (1) Facility name and the EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Signed letter of agreement to accept waste as specified in this contract
 - (6) Signed letter of agreement with a TSD for disposal of waste that may not be land-disposed
 - (7) Unit of measure utilized at each facility for costing purposes
 - b. A listing of all permits, licenses, letters of approval, and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of wastes derived from this Contract.
 - c. A listing of all permits, licenses, letters of approval, and other authorizations to operate which have been applied for by the proposed facility.
 - d. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - e. The Contractor shall provide the date of the proposed facility(ies) last compliance inspection under RCRA.

- f. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be approved. The source and nature of the cause of violation shall be stated, if known.
- 8. Description of all sampling and analyses that will be needed to obtain disposal facility approval.

8.01 H.2 MATERIALS

- A. Containers shall be watertight as required in the DOT regulations and must meet all applicable regulations including but not limited to those in Attachment 2.
- B. Polyethylene (20 mil. thickness minimum) to be placed under and (10 mil. thickness minimum) over soil piles. If soils are placed in drums, polyethylene must be placed over the drums.

8.01 H.1.3 CONSTRUCTION DETAILS

A. Material Handling

- 1. The Contractor shall institute procedures to protect site personnel and the public from the non-hazardous and hazardous materials as described in Section 8.01 S - Health and Safety.
- 2. The Contractor shall handle hazardous soil as approved in the MHP.
- 3. Stockpiled materials at the temporary TSD facility shall be handled according to the facility requirements but at a minimum: shall be drummed or placed on and covered with polyethylene to protect against erosion and leaching into surrounding soils, the stockpile area shall be graded for positive drainage away from the pile, and shall be labeled while being held for sampling prior to permanent disposal.
- 4. Provide any dewatering that is necessary to complete the work. Water shall be disposed of in accordance with Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.

B. Off-Site Transportation and Disposal

- 1. The Contractor shall furnish all labor, equipment and supplies required to transport hazardous materials from the work area to the off-site TSD facility(ies) and to acquire any other items and services required for transporting hazardous materials for storage and/or disposal at an approved off-site facility.
- 2. Weight Measurement
 - a. The Contractor shall submit the name and location of the facility where an off-site scale is located. The Contractor shall also submit a plan to the DDC for review outlining procedures on controlling trucks leaving the work site and on-route to the off-site scale. The Contractor shall be responsible for tracking all materials/vehicles from the site to the off-site scale.
 - b. The Contractor shall provide to the DDC certified tare and gross weight slips for each load received at the accepted facility which shall be attached to each returned manifest.

3. General

- a. Manifests: The Contractor shall organize and maintain the material shipment records/manifests required by law.
- b. The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- c. The Contractor shall inspect all vehicles leaving the project site to ensure that hazardous soils adhering to the wheels or under carriage are removed prior to the vehicle leaving the site.
- d. The Contractor shall obtain letters of commitment from the waste haulers and the TSD facility to haul and accept shipments. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.

4. Hauling

- a. The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.
- b. The Contractor shall coordinate manifesting, placarding, of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility. If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and to be resolved by the Contractor to the satisfaction of the DDC.
- c. The Contractor shall be held responsible, at its own expense, for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site.
- d. The Contractor shall ensure that trucks are protected against contamination by properly covering and lining them with compatible material (such as polyethylene) or by decontaminating them prior to any use other than hauling hazardous materials.
- e. The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance, and weight restrictions.
- f. The Contractor shall only use the transporter(s) identified in the MHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from the DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- g. The Contractor shall develop, document, and implement a policy for accident prevention.
- h. The Contractor shall not combine hazardous materials from other projects with material from this project.
- i. **The Contractor shall obtain for the City an EPA hazardous waste generator identification number and a representative of Program Administration, ESS will review and sign the manifest as the generator.**

- j. No materials shall be transported until approved by the DDC.
5. Off-Site Disposal
- a. The Contractor shall be responsible for acceptance of the materials at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated materials, and that the facility provides the stated storage and/or disposal services.
 - b. In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.
 - c. The Contractor shall submit all results and weights to the DDC.
 - d. **The Contractor is responsible to pay all fees associated with the generation and disposal of all excavated hazardous waste. These fees include, but are not limited to, the New York State Department of Finance and Taxation (DFT) quarterly fees for hazardous waste and the New York State DEC annual hazardous waste regulatory fee program. The Contractor shall submit a copy of proof of payment to the DDC and Program Administration, ESS.**
6. Equipment and Vehicle Decontamination
- The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting from the exclusion zone. The cost for this work shall be paid under Item 8.01 S - Health and Safety. Disposal of decontamination liquids is described under Item 8.01 W1 - Removal, Treatment and Discharge/Disposal of Contaminated Water.
7. Record Keeping
- The Contractor shall obtain manifest forms, and complete the shipment manifest records required by the appropriate regulatory agencies for verifying the material and quantity of each load in unit of volume and weight. Copies of each manifest shall be submitted to the DDC within four (4) business days following shipment, and within three (3) business days after notification of receipt of the facility. Any manifest discrepancies shall be reported immediately to the DDC and be resolved by the Contractor to the satisfaction of the DDC.

8.01 H.4 METHOD MEASUREMENT

Quantities for hazardous soil shall be measured in tons satisfactorily delivered to the treatment, storage or disposal facility. The tonnage will be determined by off-site truck scales, as per subsection 8.01 H1.3.B.2, that are capable of generating load tickets.

8.01 H.5 PRICE TO COVER

- A. The unit price bid per ton for Item 8.01 H shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for excavation, handling, transportation, disposal, documentation, permits, fees, taxes, stockpiling, hauling, and any other incidentals necessary to

complete the work as specified herein for handling, transporting and disposal of hazardous soils.

- B. Final disposal of non-hazardous materials shall be paid for under Item 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Soils. Disposal of decontamination water shall be paid under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- C. The independent Environmental Consultant shall be paid under Item 8.01 S – Health and Safety.
- D. Backfill will be paid for under its respective item.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 H	Handling, Transporting, and Disposal of Hazardous Soils	Tons

ITEM 8.01 S HEALTH AND SAFETY

8.01 S.1 WORK TO INCLUDE

Health and Safety Requirements

A. Scope of Work

It is the Contractor's responsibility to stage and conduct his work in a safe manner. The Contractor shall implement a Health and Safety Plan (HASP) for contaminated/hazardous soil intrusive activities as set forth in Occupational Safety and Health Administration (OSHA) Standards 1910.120 and 1926.650-652. The Contractor shall ensure that all workers have at a minimum hazard awareness training. The Contractor shall segregate contaminated work area in secured exclusion zones. These zones shall limit access to Contractor personnel specifically trained to enter the work area. The exclusion zone shall be set up to secure the area from the public and untrained personnel. The project health and safety program shall apply to all construction personnel including persons entering the work area. In addition, the Contractor shall protect the public from on-site hazards, including subsurface contaminants associated with on-site activities. The HASP shall be signed off by a Certified Industrial Hygienist and reviewed by Program Administration, Engineering Support Services (ESS).

Work shall include, but not be limited to:

1. Implementation of a baseline medical program.
2. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and providing all other health and safety measures.
3. Providing, installing, operating and maintaining on-site emergency medical first aid equipment as specified in this section for which payment is not provided under other pay items in this Contract.
4. Providing, installing, operating, maintaining and decommissioning all equipment and personnel decontamination facilities specified within this section, including, but not limited to, the decontamination pad, decontamination water supply, decontamination water collection equipment and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract.
5. Provide the minimum health and safety requirements for excavation activities within the limits of this Contract.
6. Implement and enforce a HASP: The HASP as presented in these specifications is dynamic with provisions for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The HASP will also address measures for community protection, accident prevention, personnel protection, emergency response/contingency planning, air monitoring, odor control and hazardous chemicals expected on site. Providing a Confined Space Entry Program as defined in the Occupational Safety and Health Act, Confined Space Entry Standard, 29 CFR 1910.146.

B. Environmental Consulting Services

The Contractor shall retain an independent Environmental Consultant to obtain all permits and perform all field screening, air monitoring, community air monitoring, soil sampling, and health and safety services. The independent Environmental Consultant shall at a minimum provide documentation to the Program Administration, ESS demonstrating the minimum requirements as set forth below:

1. The independent Environmental Consultant project supervisor on site and other designated key personnel shall have a minimum of three (3) years experience in the environmental field dealing with issues associated with contaminated soils. Such experience shall include oversight on environmental, specifically volatile organic compound and dust monitoring services as a routine part of its daily operations.
2. The independent Environmental Consultant must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The independent Environmental Consultant shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated materials shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the independent Environmental Consultant shall provide site specific training.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

C. Submittals

1. The Contractor shall submit, within forty-five (45) calendar days after the contract award, a written HASP as specified herein, to Program Administration, ESS for review and comment. The Contractor shall make all necessary revisions required by Program Administration, ESS and resubmit the HASP to the Program Administration, ESS for acceptance. Start-up work for the project will not be permitted until written acceptance has been issued by the Program Administration, ESS.
2. Daily safety logs shall be maintained by the Contractor and shall be submitted to the DDC either on request or on completion of the work. Training logs shall be maintained by the Contractor and submitted to the DDC either on request or on completion of the work. Daily logs on air monitoring during excavation activities shall be prepared and maintained by the Contractor and submitted to the DDC either on request or upon completion of the work.
3. A closeout report shall be submitted by the Contractor to the DDC upon completion of the work within the defined exclusion zones. This report shall summarize the daily safety and monitoring logs and provides an overview of the Contractor's performance

regarding environmental and safety issues. The report shall carefully document all areas where contamination has been found including pictures, addresses of locations, and potential sources.

4. Medical Surveillance Examinations: The Contractor shall submit to the DDC the name, office address and telephone number of the medical consultant utilized. Evidence of baseline medical examinations together with the evidence of the ability to wear National Institute for Occupational Safety and Health (NIOSH) approved respirators (as specified in American National Standards Institute (ANSI) Z88.6) shall be provided to the DDC for all construction personnel who are to enter the exclusion zones.
5. Accident Reports: All accidents, spills, or other health and safety incidents shall be reported to the DDC.

D. Health and Safety Plan

The HASP shall comply with OSHA regulations 29 CFR 1910.120/1926.65. This document shall at a minimum contain the following:

1. Description of work to be performed
2. Site description
3. Key personnel
4. Worker training procedures
5. Work practices and segregation of work area
6. Hazardous substance evaluation
7. Hazard assessment
8. Personal and community air monitoring procedures and action levels
9. Personal protective equipment
10. Decontamination procedures
11. Safety rules
12. Emergency procedures
13. Spill control, dust control, vapor/odor suppression procedures
14. Identification of the nearest hospital and route
15. Confined space procedures
16. Excavation safety procedures

8.01 S.2 MEASUREMENT

Health and Safety Requirements

- A. 25% of the lump sum price will be paid when the following items are implemented or mobilized:

- Medical surveillance program
- Health and safety training
- Health and safety plan
- Environmental and personnel monitoring
- Instrumentation
- Spill control
- Dust control
- Personnel and equipment decontamination facilities
- Personnel protective clothing
- Communications
- Mobilization

- B. 50% will be paid in proportional monthly amounts over the period of work.
- C. 25% will be paid when the operation is demobilized and removed from the project site.

8.01 S.3 PRICE TO COVER

Health and Safety Requirements

The lump sum price bid for the health and safety requirements shall include all labor, materials, equipment, and insurance necessary to complete the work in accordance with these specifications. The price bid shall include, but not be limited to, the following:

- A. Providing training, safety personnel, air monitoring and medical examinations as specified.
- B. Providing safety equipment and protective clothing for site personnel, including maintenance of equipment on a daily basis; replacement of disposable equipment as required; decontamination of clothing, equipment and personnel; and all other health and safety activities or costs not paid for under other pay items in this Contract.
- C. Providing, installing, operating and maintaining on-site emergency medical and first aid equipment. This includes all furnishings, equipment, supplies and maintenance of all medical equipment, and all other health and safety items and services for which payment is not provided under other pay items in this Contract.
- D. Providing, installing, operating, maintaining, and decommissioning all personnel and equipment decontamination facilities, including decontamination pad, decontamination water supply, and all other items and services required for the implementation of the health and safety requirements for which pay items are not provided elsewhere in this Contract. Vehicle decontamination pads shall be included in the price of this item. Disposal of decontamination fluid shall be paid for under Item 8.01 W1 – Removal, Treatment and Discharge/Disposal of Contaminated Water.
- E. Spill Control
 - 1. Payment shall account for furnishing, installing, and maintaining all spill control equipment and facilities. Payment will include equipment and personnel to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage during work within the exclusion zones and handling of excavated soils and liquids from these areas. This collected spill material will be properly disposed of.
 - 2. Payment under this item shall not include testing, handling, transportation or disposal of petroleum-contaminated/potentially hazardous soils excavated during construction. The price for this work will be paid for under Items 8.01 C1 – Handling, Transporting and Disposal of Non-Hazardous Contaminated Soils, 8.01 C2 – Sampling and Testing of Contaminated/Potentially Hazardous Soil for Disposal Parameters or 8.01 H – Handling, Transporting and Disposal of Hazardous Soils, as appropriate.
- F. Dust Control

Payment shall account for furnishing, installing, and maintaining dust control equipment and facilities to be used whenever applicable dust levels are exceeded. Payment will include all necessary labor, equipment, clean water, foam, and all other materials required by the Dust Control Plan. The DOH Community Air Monitoring Plan (CAMP) may be used as guidance.

G. Vapor/Odor Suppression

Payment shall account for furnishing, installing and maintaining vapor/odor control equipment and facilities to be used whenever organic vapor monitoring or the presence of odors indicates that vapor suppression is required to protect workers or the public. Payment will include all necessary labor, equipment, clean water, foam and all other materials required by the Vapor/Odor Suppression Plan.

H. Mobilization/Demobilization

1. Mobilization

Payment shall include but not be limited to:

- a. All work required to furnish, install and maintain all signs, fencing, support zone facilities, parking areas and all temporary utilities;
- b. All work required to furnish, install, and maintain an office space with phone and utilities for health and safety personnel;
- c. All work required for complete preparation of lay down area for roll-off containers, including sampling, and any required fencing;
- d. All direct invoiced cost from bonding companies and government agencies for permits and costs of insurance; and
- e. All other items and services required for mobilization and site preparation.

2. Demobilization

Payment shall include but not be limited to: All work required to sample the area; remove from the site all equipment, temporary utilities and supporting facilities; performance of necessary decontamination and repairs; disposal of disposable equipment and protective gear and other items and services required for complete demobilization.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 S	Health and Safety	Lump Sum

ITEM 8.01 W1 REMOVAL, TREATMENT AND DISCHARGE/DISPOSAL OF CONTAMINATED WATER

8.01 W1.1 WORK TO INCLUDE

General: This work shall consist of the proper removal and disposal of all contaminated groundwater and decontamination water generated during construction operations. The Contractor shall be solely responsible for the proper disposal or discharge of all contaminated water generated at the job site. The Contractor will have the option of treating water on-site for discharge to the combined sanitary/storm sewer system or removing contaminated water for off-site disposal. The Contractor shall be responsible to choose a method compatible to the construction work and shall be compensated on a per day basis regardless of method employed. The Contractor will be compensated for only those days where the system is in full operation.

The Contractor shall retain a dewatering/water treatment Specialist (hereinafter the "Specialist") and laboratory as specified under Item 8.01 W2 – Sampling and Testing of Contaminated Water, to conduct any testing that may be required for disposal of impacted water.

The dewatering/water treatment Specialist is responsible to obtain all permits; perform all water sampling, testing; and provide ancillary services related to dewatering and water treatment. The Specialist shall at a minimum provide documentation to the Program Administration, Engineering Support Services (ESS) demonstrating the minimum requirements as set forth below:

1. The Specialist shall demonstrate that it has, at a minimum, three (3) years experience in the design of dewatering plans. The Specialist should demonstrate expertise dealing with issues associated with contaminated water. During that three (3) year period, the Specialist shall demonstrate that it provided dewatering and water treatment systems as a routine part of its daily operations.
2. The Specialist must be experienced in work of this nature, size, and complexity and must have previous experience in working with the DEC.
3. The Specialist shall furnish a project listing identifying the location, nature of services provided, owner, owner's contact, contact's telephone number, project duration and value for at least five (5) projects within the last three (3) years of a similar nature, size, and complexity to this one.
4. If conditions within the exclusion zone are deemed hazardous, then the Contractor and its independent Environmental Consultant shall ensure that all personnel working within identified exclusion zones and/or involved (direct contact) with the handling, storage or transport of hazardous and contaminated material shall have completed a minimum of forty (40) hours of Health and Safety Training on Hazardous Waste Sites in accordance with 29 CFR 1910.120(e). The training program shall be conducted by a qualified safety instructor. If conditions in the exclusion zone are deemed to be non-hazardous, the Specialist shall be responsible to provide site-specific training to its employees and other affected personnel.
5. The Contractor shall ensure that on-site management and supervisors directly responsible for or who supervise employees engaged in hazardous waste operations shall receive the training specified in above and at least eight (8) additional hours of specialized training on managing such operations at the time of job assignment.

The Contractor shall document all operations associated with the handling, sampling and disposal of contaminated water, and ensure that they are in compliance with applicable Federal, State and Local statutes and regulations.

The Contractor shall supply all labor, equipment, transport, plant, material, treatment, and other incidentals required to conduct the specified work of this section.

If water will be disposed of into the combined sanitary/storm sewer system, the Contractor shall ensure the Specialist treats the water to comply with the New York City Department of Environmental Protection (DEP) Sanitary/Combined and Storm Sewer Effluent Limit concentrations prior to discharge. The Contractor is responsible for providing settling or filtering tanks and any other apparatus required by DEP. Alternatively, the Contractor can provide a plan for transport and disposal at an off-site waste disposal facility.

Within forty-five (45) calendar days after award of Contract, the Contractor shall submit to the Program Administration, ESS for review, a Water Handling Plan (WHP). The WHP must be approved by the Program Administration, ESS, prior to the Contractor's commencement of work. The minimum requirements for the WHP are specified herein Item 8.01W 1.2, for each type of disposal (disposal into the combined sanitary/storm sewer or off-site disposal). The Contractor shall maintain a complete, up to date copy of the WHP on the job site at all times.

8.01 W1.2 CONSTRUCTION DETAILS

For each disposal method the Contractor proposes to utilize (disposal to combined sanitary/storm sewer or off-site disposal), the WHP shall include the information required in paragraphs A and B below, as appropriate.

- A. On-site treatment and discharge into New York City combined sanitary/storm sewers.
1. Regulations: The Contractor shall comply with all applicable regulations. This includes but may not be limited to:
Title 15-New DEP Sewer Use Regulations.
 2. Permits: The Contractor is solely responsible to obtain all necessary and appropriate Federal, State and Local permits and approvals. The Contractor will be responsible for performing all and any system pilot tests required for permit approval. This includes but may not be limited to:
 - a. Industrial waste approval for the New York City sewer system.
 - b. Groundwater discharge permit for the New York City sewer system (DEP Division of Sewer Regulation and Control), if discharge to sewer exceeds 10,000 gallons per day.
 - c. The Contractor shall comply with DEC State Pollutant Discharge Elimination System (SPDES) Permit Number GP-0-10-001, General Permit for Stormwater Discharges.
 - d. Long Island well point permit for Brooklyn and Queens sites, if well points are used for dewatering.
 - e. Wastewater quality control application, DEP.
 3. The WHP for this portion of the work shall include at a minimum:

- a. Identification and design of Contractor's proposed treatment to assure that the water meets the DEP sewer use guidelines prior to discharge to the sewer, including identification of all materials, procedures, settling or filtering tanks, filters and other appurtenances proposed for treatment and disposal of contaminated water.
- b. The name, address and telephone number of the contact for the Contractor's proposed chemical laboratory, as well as the laboratory's certifications under Federal, State or non-governmental bodies.
- c. The name, address and telephone number of the contact for the Contractor's proposed independent Environmental Consultant.
- d. Copies of all submitted permit applications and approved permits the Contractor have received.

4. Materials

The Contractor shall supply all settling or filtering tanks, pumps, filters, treatment devices and other appurtenances for treatment, temporary storage and disposal of contaminated water. All equipment shall be suitable for the work described herein.

5. Execution

- a. The Contractor is solely responsible for disposal of all water, in accordance with all Federal, State and Local regulations.
- b. The Contractor is solely responsible for any treatment required to assure that water discharged into the sewer is in compliance with all permits and Federal, State and Local statutes and regulations.
- c. The Contractor is solely responsible for the quality of the water disposed of into the sewers.
- d. The Contractor is responsible for sampling and testing of water for the DEP Sanitary/Combined and Storm sewer Effluent Limit concentrations. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- e. The Contractor shall be responsible to maintain the discharge rate to the sewer such that all permit requirements are met, the capacity of the sewer is not exceeded and no surcharging occurs downstream due to the Contractor's actions. Dewatering by means of well points or deep wells will not be allowed in the Boroughs of Brooklyn or Queens where the rate of pumping exceeds forty-five (45) gallons per minute unless the appropriate permit has been secured from the DEC.
- f. Disposal of Treatment Media
 - (1) The Contractor shall be responsible for disposal or recycling of treatment media in accordance with all Federal, State and Local regulations.
 - (2) The Contractor shall provide the DDC with all relevant documentation concerning the disposal of treatment media, including manifests, bills of

loading, certificates of recycling or destruction and other applicable documentation.

- (3) **Disposal of treatment media shall not be considered as a separate pay item; instead it shall be considered as incidental work thereto and included in the unit price bid.**

B. Off-Site Disposal

1. Regulations: The Contractor shall conform to all applicable Federal, State and Local regulations pertaining to the transportation, storage and disposal of any hazardous and/or non-hazardous materials as listed in Attachment 2.
2. The following shall be submitted to the DDC prior to initiating any off-site disposal:
 - a.
 - (1) Name and waste transporter permit number
 - (2) Address
 - (3) Name of responsible contact for the hauler
 - (4) Any and all necessary permit authorizations for each type of waste transported
 - (5) Previous experience in performing the type of work specified herein
 - b. General information for each proposed treatment/disposal facility and at least one backup treatment/disposal facility
 - (1) Facility name and EPA identification number
 - (2) Facility location
 - (3) Name of responsible contact for the facility
 - (4) Telephone number for contact
 - (5) Unit of measure utilized at facility for costing purposes
 - c. A listing of all permits, licenses, letters of approval and other authorizations to operate, which are currently held and valid for the proposed facility as they pertain to receipt and management of the wastes derived from this Contract.
 - d. A listing of all permits, licenses, letters of approval and other authorizations to operate which have been applied for by the proposed facility but not yet granted or issued. Provide dates of application(s) submitted. Planned submittals shall also be noted.
 - e. The Contractor shall specify and describe the disposal/containment unit(s) that the proposed facility will use to manage the waste and provide dates of construction and beginning of use, if applicable. Drawings may be provided. The Contractor shall identify the capacity available in the units and the capacity reserved for the subject waste.
 - f. The Contractor shall provide the date of the proposed facility's last compliance inspection.

- g. A list of all active (unresolved) compliance orders, agreements, enforcement notices or notices of violations issued to the proposed facility shall be submitted. The source and nature of the cause of violation shall be stated, if known. If groundwater contamination is noted, details of the facility's groundwater monitoring program shall be provided.
- h. Description of all sampling and field/laboratory analyses that will be needed to obtain disposal facility approval.

3. Materials

All vessels for temporary storage and transport to an off-site disposal facility shall be as required in DOT regulations.

4. Execution

a. General

- (1) The Contractor shall organize and maintain the material shipment records/manifests required by Federal, State and Local law. The Contractor shall include all bills of lading, certificates of destruction, recycling or treatment and other applicable documents.
- (2) The Contractor shall coordinate the schedule for truck arrival and material deliveries at the job site to meet the approved project schedule. The schedule shall be compatible with the availability of equipment and personnel for material handling at the job site.
- (3) The Contractor shall inspect all vehicles leaving the project site to ensure that contaminated liquids are not spilling and are contained for transport.
- (4) The Contractor shall obtain letters of commitment from the waste haulers and the treatment, disposal or recovery facility to haul and accept shipment. The letter shall indicate agreement to handle and accept the specified estimated quantities and types of material during the time period specified in the project schedule and any time extension as deemed as necessary.
- (5) The Contractor shall verify the volume of each shipment of water from the site.
- (6) The Contractor is responsible for sampling and testing of water for off-site disposal. The quality of the data is the Contractor's responsibility. Any sampling and testing shall be conducted and paid in accordance with Item 8.01 W2 – Sampling and Testing of Contaminated Water.
- (7) The Contractor shall be responsible for any additional analyses required by the TSD facility, and for the acceptance of the water at an approved TSD facility.

b. Hauling

- (1) The Contractor shall not deliver waste to any facility other than the TSD facility(ies) listed on the shipping manifest.

- (2) The Contractor shall coordinate manifesting, placarding of shipments, and vehicle decontamination. All quantities shall also be measured and recorded upon arrival at the TSD facility(ies). If any deviation between the two records occurs, the matter is to be reported immediately to the DDC and shall be resolved by the Contractor to the satisfaction of the DDC.
- (3) The Contractor shall be held responsible for any and all actions necessary to remedy situations involving material spilled in transit or mud and dust tracked off-site. This cleanup shall be accomplished at the Contractor's expense.
- (4) The Contractor shall be responsible for inspecting the access routes for road conditions, overhead clearance and weight restrictions.
- (5) The Contractor shall only use the transporter(s) identified in the WHP for the performance of work. Only a transporter with a current Part 364 Waste Transporter Permit from DEC may transport this material. Any use of substitute or additional transporters must have previous written approval from the DDC at no additional cost to the City.
- (6) The Contractor shall develop, document, and implement a policy for accident prevention.
- (7) The Contractor shall not combine waste materials from other projects with material from this project.
- (8) The Contractor shall obtain for the City a hazardous waste generator identification number and will sign the manifest as the generator, if necessary.
- (9) No material shall be transported until approved by the DDC.

c. Disposal Facilities

- (1) The Contractor shall use only the TSD facility(ies) identified in the WHP for the performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Program Administration, ESS, and, if approved, shall be at no extra cost to the City.
- (2) The Contractor shall be responsible for acceptance of the material at an approved TSD facility, for ensuring that the facility is properly permitted to accept the stated material, and that the facility provides the stated storage and/or disposal services.
- (3) The DDC reserves the right to contact and visit the disposal facility and regulatory agencies to verify the agreement to accept the stated material and to verify any other information provided. This does not in any way relieve the Contractor of his responsibilities under this Contract.
- (4) In the event that the identified and approved facility ceases to accept the stated materials or the facility ceases operations, it is the Contractor's responsibility to locate an alternate approved and permitted facility(ies) for accepting materials. The Contractor is responsible for making the necessary arrangements to utilize the facility(ies), and the alternate facility(ies) must be

approved in writing by the DDC in the same manner and with the same requirements as for the original facility(ies). This shall be done with no extra cost or delay to the City.

d. Equipment and Vehicle Decontamination

- (1) The Contractor shall design and construct a portable decontamination station to be used to decontaminate equipment and vehicles exiting the exclusion zone. The cost for this work shall be paid under Item 8.01 S – Health and Safety.

8.01 W1.3 METHOD OF MEASUREMENT

The quantity for on-site treatment and discharge or off-site disposal shall be on a per day basis.

8.01 W1.4 PRICE TO COVER

A. The per day price bid for Item 8.01 W1 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for handling, transportation, disposal, documentation, permits, hauling, mobilization and demobilization, and any other incidentals thereto to complete the work.

B. The Contractor will not be paid for water that is within the DEP Sewer Discharge Limits.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W1	Removal, Treatment and Disposal/Discharge of Contaminated Water	Day

ITEM 8.01 W2 SAMPLING AND TESTING OF CONTAMINATED WATER

8.01 W2.1 WORK TO INCLUDE

A. Description

The work shall consist of sampling and testing of potentially contaminated groundwater, surface runoff within the excavated area and all contaminated water generated during the decontamination process.

B. Sampling and Testing

1. The Contractor is responsible, at a minimum, for sampling and testing of contaminated water for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations as listed in Attachment 1. The quality of the data is the Contractor's responsibility. Any additional testing required by the Federal, State and/or disposal facilities shall be included in the bid price of this Item.
2. All sampling and testing shall be conducted by a person trained in sampling protocols using accepted standard practices and/or the DEC sampling guidelines and protocols.
3. All sample containers shall be marked with legible sample labels which shall indicate the project name, sample location and/or container, the sample number, the date and time of sampling, preservatives utilized, how the sample was chilled to 4 degrees Celsius, and other information that may be useful in determining the character of the sample.
4. Chain-of-custody shall be tracked from laboratory issuance of sample containers through receipt of the samples.
5. The Contractor shall maintain a bound sample log book. The Contractor shall provide the DDC access to it at all times and shall turn it over to the DDC in good condition at the completion of the work. The following information, as a minimum, shall be recorded to the log:
 - a. Sample identification number
 - b. Sample location
 - c. Field observation
 - d. Sample type
 - e. Analyses
 - f. Date/time of collection
 - g. Collector's name
 - h. Sample procedures and equipment used
 - i. Date sent to laboratory/name of laboratory
6. Only dedicated sampling equipment may be used to collect these samples. All equipment involved in field sampling must be decontaminated before being brought to the site, and must be properly disposed of after use.

7. Samples shall be submitted to the Contractor's laboratory within the holding times for the parameters analyzed.
8. All analyses must be done by a laboratory that has received approval from the DOH's ELAP for the methods to be done. The Contractor must specify the laboratory in the WHP.
9. Analytical results for water discharged to the sewer and for off-site disposal must be submitted to the DDC no later than five (5) days after sample collection.
10. The City reserves the right to direct the Contractor to conduct alternative sampling in lieu of the parameters described above, if the situation warrants. The substitute sampling parameters shall be of equal or lesser monetary value than those described above, as determined by industry laboratory pricing standards.

8.01 W2.2 METHOD OF MEASUREMENT

Quantities for samples shall be measured as the number of sets of samples that are tested for the DEP Sanitary/Combined and Storm Sewer Effluent Limit concentrations. A set shall be defined as one (1) representative sample analyzed for the full range of DEP parameters as specified in attachment 1.

8.01 W2.3 PRICE TO COVER

The unit price bid per set for Item 8.01 W2 shall include the cost of furnishing all labor, materials, plant, equipment, and insurance for handling, transport, sampling, testing, documentation, permits, other incidentals necessary to complete the work of sampling and testing of contaminated water. Any additional costs incurred by the Contractor for sampling and testing of contaminated water shall be included in the bid price of this Item.

Payment will be made under:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>PAYMENT UNIT</u>
8.01 W2	Sampling and Testing of Contaminated Water	Set

A5-32

ATTACHMENT 1

**New York City Department of Environmental Protection
Limitations for Discharge To Storm, Sanitary/Combined Sewer**

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTEWATER TREATMENT**

Limitations for effluent to storm, sanitary or combined sewers

Parameter	Daily Limit	Units	Sample Type	Monthly Limit
Oil & Grease	15	mg/l	Instantaneous	
Total Petroleum Hydrocarbons	50	mg/l	Instantaneous	
pH Range (Storm sewer)	6.5-8.5	SU's	Instantaneous	
(Sanitary sewer)	5-11			
Benzene	134	ppb	Instantaneous	57
Ethyl benzene	380	ppb	Instantaneous	142
Toluene	74	ppb	Instantaneous	28
Xylenes Total	74	ppb	Instantaneous	28
Temperature	< 150	°F	Instantaneous	
Cadmium	2	mg/l	Instantaneous	
	0.69	mg/l	Composite	
Chromium VI	5	mg/l	Instantaneous	
Copper	5	mg/l	Instantaneous	
Lead	2	mg/l	Instantaneous	
Mercury	0.05	mg/l	Instantaneous	
Nickel	3	mg/l	Instantaneous	
Zinc	5	mg/l	Instantaneous	
Flash Point	> 140	°F	Instantaneous	
Total Suspended Solids	350	ppm	Instantaneous	
PCB's Total*	1	ppb	Composite	
Perc (Tetrachloroethylene)	20	ppb	Instantaneous	
MTBE (Methyl-Tert-Butyl-Ether)	10	ppb	Instantaneous	10
Naphthalene	47	ppb	Instantaneous	19

* Analysis for PCB's are requested only if both conditions listed below are met:

- 1) If proposed discharge > 10,000 gpd
- 2) If duration of discharge > 10 days

Analysis for PCB's must be conducted by USEPA Method 608 only with MDL = 65ppt

ATTACHMENT 2
Applicable Regulations

Applicable regulations include, but are not limited to:

1. 49 CFR 100 to 179 - DOT Hazardous Materials Transport and Manifest System Requirements
2. New York State Department of Environmental Conservation (DEC), Spills Technology and Remediation Series (STARS) Memo #1
3. 6 NYCRR 360-1 DEC Solid Waste Management Facilities
4. 6 NYCRR 364- Waste Transporter permits
5. Local restrictions on transportation of waste/debris
6. 40 CFR 260 to 272 - Hazardous Waste Management (RCRA)
7. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes
8. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities
9. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements
10. 6 NYCRR 376 - Land Disposal Restrictions
11. Posted weight limitations on roads or bridges
12. Transportation Skills Programs, Inc. 1985 - Hazardous Materials and Waste Shipping Papers and Manifests
13. Other local restrictions on transportation of waste/debris
14. Occupational Safety and Health Administration (OSHA), Standards and Regulations, 29 CFR 1910 (General Industry)
15. OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
16. OSHA Safety and Health Standards 29 CFR 1926 (Construction Industry)
17. OSHA 29 CFR 1910.146 Confined Space Entry Standard
18. Standard Operating Safety Guidelines, EPA Office of Emergency and Remedial Response Publication, 9285.1-03
19. NIOSH / OSHA / USCG / EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1986)
20. U.S. Department of Health and Human Services (DHHS) "NIOSH Sampling and Analytical Methods," DHHS (NIOSH) Publication 84-100
21. ANSI, Practice for Respiratory Protection, Z88.2 (1980)
22. ANSI, Emergency Eyewash and Shower Equipment, Z41.1 (1983)
23. ANSI, Protective Footwear, Z358.1 (1981)
24. ANSI, Physical Qualifications for Respirator Use, Z88.6 (1984)
25. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1 (1968)
26. Water Pollution Control Federation "Manual of Practice No. 1, Safety in Wastewater Works"

27. NFPA No. 327 "Standard Procedures for Cleaning and Safeguarding Small Tanks and Containers"
28. Occupational Safety and Health Act Confined Space Entry Standard 29 CFR 1910.146.87
29. Department of Transportation 49 CFR 100 through 179
30. Department of Transportation 49 CFR 387 (46 FR 30974, 47073)
31. Environmental Protection Agency 40 CFR 136 (41 FR 52779)
32. Environmental Protection Agency 40 CFR 262 and 761
33. Resource Conservation and Recovery Act (RCRA)
34. Any transporter of hazardous or non-hazardous materials shall be licensed in the State of New York and all other states traversed in accordance with all applicable regulations.

ATTACHMENT 3

Definitions

- Contaminated Groundwater and Decontamination Fluids:** Groundwater within the excavation trench or decontamination water that contains regulated compounds above the NYCDEP Discharge to Sanitary/Combined Sewer Effluent limits.
- Disposal or Treatment Facility:** A facility licensed to accept either non-hazardous regulated waste or hazardous waste for either treatment or disposal.
- Exclusion Zone:** Work area that will be limited to access by Contractor personnel specifically trained to enter the work area only. The exclusion zone will be set up to secure the area from the public and untrained personnel. The project health and safety program will apply to all construction personnel including persons entering the work area.
- Hazard Assessment:** An assessment of any physical hazards that may be encountered on a work site.
- Hazardous Soils:** Soils that exhibit any of the characteristics of a hazardous waste, namely ignitability, corrosivity, reactivity, and toxicity, as defined in 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- Hazardous Substance Evaluation:** An evaluation of the possible or known presence of any hazardous substances that may be encountered on a job site. This evaluation is included in the Health and Safety Plan and will include the identification and description of any hazardous substances expected to be encountered. Material Safety Data Sheets (MSDS) will be included for each substance.
- Health and Safety Plan:** A plan employed at a work site that describes all the measures that will be taken to assure that all work is conducted in a safe manner, and that the health of the workers and the public will be insured.
- Material Handling Plan:** A plan outlining the methods that will be employed to handle, transport and dispose of contaminated materials.
- Non-Hazardous Contaminated Soils:** Soils which exhibit a distinct chemical or petroleum odor, or exhibit elevated photoionization detector readings but are not classified as hazardous waste under 6 NYCRR Part 371, Section 371.3 and 40 CFR Section 261.
- New York State Health Department's Environmental Laboratory Approval Program:** A program by which the state of New York approves and accredits environmental testing laboratories.
- PCBs:** Polychlorinated biphenyls are a group of toxic compounds commonly used as a coolant in transformers and other electrical components.
- Photoionization Detector:** A hand held instrument used to measure volatile organic compounds in air. The instrument ionizes the organic molecules through the use of an ultraviolet lamp.
- RCRA Hazardous Waste Characteristics:** Characteristics of a material which may indicate the material is hazardous. These include: ignitability corrosivity, reactivity, and toxicity.
- Total Petroleum Hydrocarbons:** An analytical procedure used to determine the total amount of petroleum compounds in a material.

End of Addendum No. 5

This addendum consists of forty (40) pages.

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**INFRASTRUCTURE DIVISION
BUREAU OF DESIGN**

VOLUME 3 OF 3

PROJECT ID: MED608

WATER MAIN CONNECTION AT WASHINGTON SQUARE PARK
INCLUDING WATER MAIN, STREET LIGHTING AND TRAFFIC WORK

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

Contractor

Dated _____, 20____
