CITY OF NEW YORK

DEPARTMENT OF PARKS & RECREATION

INFORMATION FOR BIDDERS, SOLICITATION, CONTRACT DOCUMENTS AND SPECIFICATIONS

MANNAHATTA PARK RECONSTRUCTION

CAPITAL PROJECTS | OLMSTED CENTER | FLUSHING MEADOWS-CORONA PARK | FLUSHING NY 11368

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NOTICE TO BIDDERS

Please be advised that Riders to the March 2017 New York City Standard Construction Contract regarding: (1) Certified Payroll Requirements, (2) Non-Compensable Delays and Grounds for Extension, (3) Paid Safe and Sick Leave Law, and (4) New York City Mayoral Executive Order No. 39 Rider – City Fleet and Truck Safety Requirements for City Contractors have been attached and incorporated in this Invitation for Bid and Contract Documents. Other than provisions specifically delineated in these Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

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RIDER TO NEW YORK CITY STANDARD CONSTRUCTION CONTRACT (MARCH 2017) REGARDING CERTIFIED PAYROLLS

[Instructions to Agencies: Please attach this Rider to the March 2017 version of the New York City Standard Construction Contract]

The following provisions supersede the corresponding provisions in the March 2017 version of the New York City Standard Construction Contract. Article 38 provides as follows:

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain 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), as modified by Labor Law Section 220-j. The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts into the Electronic Certified Payroll Database (as hereinafter defined). If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both at the same time payment requisitions are submitted and independently of its payment requisitions. For purposes of this Article 38, "Electronic Certified Payroll Record Database" means the City's publicly accessible online database of electronic certified payroll records through which contractors and subcontractors submit certified payroll reports in an electronic format. The database is accessible at the following link: https://nyc-oti.ecomply.us/

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.

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

[Instructions to Agencies: Please attach this Rider to the March 2017 version of the New York City Standard Construction Contract]

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

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

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

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

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

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

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

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

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

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

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NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act ("ESSTA"), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the "Paid Safe and Sick Leave Law," requires covered employees (as defined in Admin. Code § 20-912) in New York City ("City") to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City's Department of Consumer and Worker Protection ("DCWP"), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. ("DCWP Rules").

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

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP's guidance and must comply with DCWP's subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City's administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.[1] Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

[1] Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

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c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions*. Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

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D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.

F. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

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New York City Mayoral Executive Order No. 39 Rider

City Fleet and Truck Safety Requirements for City Contractors

Version: 11/19/24

[Instruction to Agencies: Please attach this Rider to the following agreements: (1) Procurement Contracts that meet the criteria set forth in Executive Order 39 of February 1, 2024; and (2) to the March 2017 version of the New York City Standard Construction Contract.]

Section 1.01 Background

This rider is included in the Agreement and made a part thereof pursuant to the provisions of Mayoral Executive Order 39 of 2024.

Section 1.02 Definitions

A. Capitalized terms not otherwise defined in this rider shall have the meaning ascribed to them in the Agreement.

B. Agreement: The agreement between the City and the Contractor, to which this rider has been added and made a part.

C. City-contracted Vehicle means a Truck (as hereinafter defined) or any other motor vehicle that the Contractor anticipates providing in accordance with this Agreement or using in performing its obligations under this Agreement on a weekly or more frequent basis[1]. This includes those vehicles anticipated to be provided or used by subcontractors to fulfill the scope of a subcontract for work to be performed under a contract that is subject to the Executive Order, regardless of monetary value of the subcontract, if the vehicle is utilized on a weekly or more frequent basis.

D. Contracting Agency: the City agency or office through which the City of New York has entered into this Agreement.

[1] The following vehicles are not considered City-contracted vehicles and are thus not subject to Executive Order 39: any motor vehicle or truck that is utilized pursuant to (1) contracts registered prior to July 1, 2024, including the renewal, extension, or modification of such contracts; (2) an agency on-call emergency contract; (3) an emergency procurement made pursuant to section 3-06 of title 9 of the Rules of the City of New York or pursuant to an executive order of the Mayor or Governor issued under section 24 or section 29-A of the New York State Executive Law; (4) intergovernmental contracts; (5) government-to-government contracts between the City and any State or Federal government agency; and (6) a contract for utilities, as identified in subdivision (b) of section 825 of the New York City Charter.

E. Contractor: the entity providing services under this Agreement.

F. Executive Order: Mayoral Executive Order 39 of 2024, as it may be amended.

G. High Vision Truck: A Truck with a cab-over or cab-forward design wherein the driver sits in front of the front axle as opposed to conventional cab design wherein the engine and front axle are in front of the driver. The distance from the forward of the center of the vehicle bumper at which the driver can see the top of a 3-foot cone shall not exceed eight feet and the distance beyond the exterior of the passenger side door at which the driver can first see the top of the 4-foot cone shall not exceed six feet.

H. Registration: Registration of this Agreement pursuant to Section 328 of the New York City Charter.

I. Telematics: Automatic vehicle location systems that track vehicle location and speed and alert the driver and another designated person(s) to such location and speed in real time.

J. Truck: A City-contracted Vehicle with a manufacturer's gross vehicle weight rating exceeding 10,000 pounds. The term does not include off-road construction vehicles.

K. Truck Surround Cameras: A system of cameras, sensors, and alerts placed on a Truck that provides a Truck operator with a full view of all four sides of the Truck.

L. Vehicle Safety Plan: A plan with regard to City-contracted Vehicles, approved by the Contracting Agency, that includes the components listed in Section 2.03(A) through (F) of this rider.

Section 2.01 Vehicle Requirements

All City-contracted Vehicles shall conform to the following requirements:

A. Truck Surround Cameras: All Trucks, other than High Vision Trucks, shall be outfitted with truck surround cameras in accordance with the following schedule:
   a. Contracts involving 10 or fewer Trucks: No later than 12 months from Registration.
   b. Contracts involving more than 10 Trucks: No later than 18 months from Registration.
   c. New or replacement Truck acquired after work under this Agreement has begun: Truck must be outfitted with Truck Surround Cameras within 12 months from the date of first using such Truck.
   d. Contractor must submit to the Contracting Agency photographic and purchase order evidence, that is satisfactory to the Contracting Agency, of compliance with this Paragraph (A).

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B. Truck Side-guards: Contractor shall provide side-guards for City-contracted Vehicles as applicable pursuant to Section 6-141 of the New York City Administrative Code.

C. Telematics: All City-contracted Vehicles must be installed with Telematics. Data gathered by Telematics must be made available in a manner that is satisfactory to the Contracting Agency.

Section 2.02 Safety Requirements

Contractor shall provide the following:

A. Licensing: Contractors shall ensure proper licensing for all drivers who operate City-contracted Vehicles. Contractors shall ensure that all drivers operating City-contracted Vehicles are enrolled in the New York State License Notification System (LENS) and that all out-of-state licenses are being monitored by Contractor. Contractor must notify the Contracting Agency of any license suspensions and/or arrests tied to unsafe or illegal vehicle operation by any drivers of City-contracted Vehicles.

B. Training: Contractor must provide the Contracting Agency documentation, satisfactory to the Contracting Agency, showing:
    a. That all drivers of City-contracted Vehicles have taken a New York State approved defensive driving class within six months after Registration; or
    b. That all drivers of City-contracted Vehicles have attended a New York State-approved defensive driving class within 3 years prior to Registration; or
    c. That all drivers of City-contracted Vehicles have received alternative safe driver training acceptable to the Contracting Agency that is documented to the satisfaction of the Contracting agency.

C. Crash tracking: Contractors must notify the Contracting Agency of any and all collisions that take place involving City-contracted Vehicles while performing services under this Agreement.

Section 2.03 Vehicle Safety Plan

Within one month after Registration, the Contractor must submit, for review and approval, to Contracting Agency, at the address set forth in the Agreement for notices to the City, and DCAS Fleet (C/O Chief Fleet Management Officer, 23rd Floor South, Municipal Building, 1 Centre Street, NY, NY 10007) a proposed vehicle safety plan that shall include at the minimum the components listed in Paragraphs (A) through (E) below. If directed by the Contracting Agency,

Contractor shall revise said proposed vehicle safety plan in accordance with the directions of the Contracting Agency, and until the Contracting Agency issues its approval thereof, Contractor shall submit a revised proposed vehicle safety plan to the Contracting Agency in each case, within 15 days after receipt by Contractor of directions to that effect from the Contracting Agency. Upon approval of the proposed vehicle safety plan, said proposed plan shall be considered the Vehicle Safety Plan and Contractor shall comply with the terms thereof. Each second anniversary of the approval of the Vehicle Safety Plan the Contractor shall submit an update thereof. The Vehicle Safety Plan shall include at the minimum the following components:

A. Vehicle List: List of City-contracted Vehicles, including the year, make, model, VIN and license plate number of each City-contracted Vehicle;

B. Safety Training: Documentation showing that all drivers of City-contracted Vehicles have completed the training detailed in section 2.02(B) of this Rider;

C. Technology: A list of all relevant technology investments installed on City-contracted vehicles, including but not limited to the technology listed in section 2.01 of this Rider;

D. Crash Tracking: An explanation of Contractor's process of monitoring and reviewing collisions including plans to notify Contracting Agency of collisions that take place while performing services under this Agreement;

E. Corrective Action: A corrective action program for drivers of City-contracted Vehicles that engage in unsafe or dangerous driving behaviors and license monitoring; and

F. Additional Safety Measures: Contractor must indicate if there are any additional safety technologies, safety practices, training, or other procedures that are utilized for City-contracted Vehicles during the term of this Agreement.

Section 3.01 Liquidated Damages

A. Contractor acknowledges that its failure to comply with the provisions of this Vehicle Safety Plan will cause loss and damage to the City, the precise extent of which is difficult to ascertain in monetary terms. For this reason, the parties desire to provide fair and reasonable compensation to the City for such losses, which compensation shall not be construed as a penalty. It is therefore agreed that, in addition to any other liquidated damages that the Contractor shall be required to pay to the City in accordance with the provisions of the Agreement, Contractor shall pay to the City the following:
    a. The sum of $500.00 for each instance of a failure by the Contractor to submit a Vehicle Safety Plan in accordance with the provisions of Section 2.03.

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b. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(A) [Licensing].
c. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(B) [Training].
d. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.02(C) [Crash Tracking].
e. The sum of $500.00 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(C) [Telematics].
f. The sum of $3,000 for each instance of a failure by the Contractor to comply with the provisions of Section 2.01(A).
g. The Contracting Agency will provide at least 5 working days of notice to the Contractor and opportunity to rectify before implementing these liquidated damages.

B. Liquidated damages received pursuant to this Agreement 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 Agreement or by Law. The City may deduct and retain out of the monies which may become due under this Agreement, 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.

NYC Parks

Notice to Bidders

Community Hiring Requirements

Pursuant to Section 3502 of the New York City Charter, the Contract to be awarded from this bid will be subject to Community Hiring requirements set forth in the rules promulgated under Title 74 of the Rules of the City of New York ("Community Hiring Rules"). The Contract with a value in excess of three million dollars ($3,000,000) will require the Contractor and any of its subcontractors to make best efforts to employ "Residence-Based Community Hires" as defined under Section 1-02 of the Community Hiring Rules, in order to meet the workforce goal (the "Community Hiring Goal").

The Community Hiring Goal is for 30 percent of cumulative hours of Construction Work to be performed by Residence-Based Community Hires.

The Office of Community Hiring (OCH) is responsible for annually publishing this list of ZIP codes where at least 15% of the residents live below the federal poverty threshold. For fiscal year 2025, OCH had shared the attached current list of ZIP codes within a 100-mile radius of New York City but will be posting an updated list for fiscal year 2026 in June.

For the complete list of eligible ZIP codes, please refer to the "List of Economically Disadvantaged Regions" on OCH's website: https://www.nyc.gov/site/communityhiring/reports/economically-disadvantaged-regions.page. This list applies to both PLA construction contracts and non-PLA construction contracts.

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Community Hiring Rider

For Construction Contracts

Version: February 20, 2025

Program Description

Community Hiring, as authorized under Chapter 79 of the New York City Charter ("Charter"), is an initiative to set workforce goals on City procurement for contractors to employ low-income individuals and residents of economically disadvantaged communities.

The provisions set forth in this Rider shall apply to contracts with a total value exceeding three million dollars, unless otherwise exempt under the rules set forth under the Community Hiring Rules, adopted as Title 74 of the Rules of the City of New York (RCNY). Under 74 RCNY § 1-03(b), the following contracts are exempt: preferred source contracts; contracts for the performance of services by a city-affiliated not-for-profit corporation, goods contracts; contracts in an amount below the small purchase threshold; contracts for investigative or confidential services; contracts subject to federal or state funding requirements that preclude or substantially conflict with the application of Community Hiring Goals; contracts awarded through the United States General Services administration, or through the New York State Office of General Services; contracts for emergency demolition services procured by the Department of Housing Preservation and Development; contracts for which contractor selection is made by an elected official other than the Mayor or an agency other than a Mayoral Agency; contracts subject to 9 RCNY § 1-02(f); contracts designated for inclusion in a mentoring program as defined in Section 1206 or 1309 of the Charter; and contracts for banking services, electronic payment services, or other related services procured by the New York City Department of Finance.

The Community Hiring Rules are hereby incorporated in this Contract by reference and all terms used herein shall have the meanings given such terms in the Community Hiring Rules. In the event of any conflict between the Community Hiring Rules and this Rider, the rules shall control. As of the execution of this Contract, the Contactor represents that it has read, in its entirety, and agrees to comply with the Community Hiring Rules.

The Community Hiring program supersedes the HireNYC initiatives and the related riders, including, but not limited to references to the Public Assistance Commitment Rider and the HireNYC Hiring and Employment Rider. Article 35.6 of this Contract is amended and replaced with the Community Hiring Rules.

Community Hiring Requirements

The Contractor agrees to comply with the requirements of the Community Hiring Rules in the performance of this Contract.

A. Community Hiring Goal

Pursuant to 74 RCNY § 4-02(b), the Contractor shall make best efforts to meet the applicable Community Hiring Goal to employ Residence-Based Community Hires as defined in 74 RCNY § 2-01(a) for contracts involving construction work.

For each Contract involving Construction Work that is not subject to a Project Labor Agreement, the Contractor shall agree to make best efforts to meet the Community Hiring Goal of 30 percent of cumulative labor hours of construction work to be performed by Residence-Based Community Hires as established in 74 RCNY § 4-02(b)(1). For contracts involving Construction Work that are subject to a Project Labor Agreement, the Contractor shall agree to make best efforts to meet the numerical goal(s) regarding Residence-Based Community Hires and Apprentices established in such Project Labor Agreement.

In accordance with 74 RCNY § 5-01(b), the Contractor shall require its subcontractors, as defined under 74 RCNY § 1-02, to make best efforts to meet the applicable Community Hiring Goal.

B. Advertising Employment Opportunities

The Contractor, except those performing Construction Work pursuant to a Project Labor Agreement, agrees to advertise the Employment Opportunities, as defined in 74 RCNY § 1-02, in conspicuous places available to the public and in a manner reasonable for the industry.

For purposes of meeting a Community Hiring Goal, the Contractor shall notify a Referral Source, as provided in accordance with 74 RCNY § 3-02(a), of the job opportunities to be filled by Community Hires. The Contractor shall provide notice to the Office of Community Hiring and Workforce Development (OCH) when the Referral Source has impeded the Contractor's efforts to meet the Community Hiring Goal.

C. System Enrollment and Reporting

The Contractor shall enroll with an electronic system designated by the Director of OCH in accordance with 74 RCNY § 5-01(e).

Once enrolled into the system, the Contractor shall be responsible for updating the information in the system in a reasonable and timely manner.

The Contractor may fulfill the advertising requirement set forth in 74 RCNY § 5-01(c) by posting in such system all the relevant information of an Employment Opportunity to be filled by Community Hires. The Contractor shall also provide, upon request by the City with reasonable notice, any information related to the Contractor's compliance with or progress towards meeting the Community Hiring Goal.

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Records

A. Retention

The Contractor shall maintain records in accordance with the applicable requirements set forth in 74 RCNY §§ 6-01 and 6-02.

For purposes of 74 RCNY § 6-01(b), the Contractor shall designate a representative to monitor all activity related to compliance to ensure that the Contractor is exercising best efforts to meet the Community Hiring Goal and maintain records to submit the documentation relating to the provisions herein.

B. Access to Records

The Contractor shall furnish, and require its subcontractors to furnish, all information and reports in accordance with the laws, rules, regulations or guidance from the City.

Compliance

Without limitation to any other provisions under this Contract and any other remedies available to the City, a failure to comply with the requirements under the Community Hiring Rules is a non-compliance that may be subject to civil penalties pursuant to Chapter 7 of the Community Hiring Rules and may be considered as a factor in evaluating contract performance in accordance with 9 RCNY § 4-01.

A. Best Efforts

Where the Contractor has failed to meet the Community Hiring Goal, the Contractor shall demonstrate that it exercised best efforts to meet the goal. Where determined, as set forth in 74 RCNY § 5-03, that the Contractor failed to make best efforts, the City shall send written notice to the Contractor's designated representative, notwithstanding the notice provisions in the Contract. The Contractor shall respond in accordance with the instructions in the notice. Failure to timely respond can result in a non-compliance determination subject to civil penalties as set forth in 74 RCNY § 7-01.

B. Corrective Action

Where the City determines that the non-compliance may be remedied through a corrective action and provides notice to the Contractor pursuant to 74 RCNY § 7-02(a)(2), the Contractor shall respond in accordance with the requirements outlined in the notice. The Contractor is responsible for timely demonstration of taking the requisite corrective action. Demonstration of corrective action to the satisfaction of the Director of OCH, may result in waiving of the civil penalties[1] as set forth in the Community Hiring Rules.

[1] Only civil penalties relating to non-compliance with the Community Hiring Rules can be waived in this instance.

C. Civil Penalties

Where Contractor is found non-compliant subject to civil penalties, the City can impose a civil penalty amount in accordance with the schedule set forth in 74 RCNY § 7-03.

The City may withhold from the Contractor the amount of the civil penalties upon final determination as set forth in 74 RCNY § 7-01(d).

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City of New York Department of Parks & Recreation

Information for Bidders

1. DEFINITIONS

The definitions set forth in Chapter 1, Section 1-01(e) of the PPB Rules shall apply here. To obtain a copy of the PPB Rules from the Procurement Policy Board, visit www.nyc.gov/ppb

2. INVITATION FOR BID DOCUMENTS

(A) DOCUMENTS TO BE INCLUDED. Except for titles, subtitles, headings, running headlines, tables of contents and indices (which are printed herein merely for convenience) the following, except for portions that are specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids:

(1) The Advertisement and Proposal for Bids;
(2) Information for Bidders;
(3) The Bid;
(4) The Agreement;
(5) The Specifications;
(6) The General Conditions and Special Conditions, if any;
(7) The Contract Drawings, including any applicable Standard Details;
(8) All Addenda and/or Technical Clarifications issued by the Commissioner prior to the receipt of bids;
(9) All provisions required by law to be inserted in this Contract, whether actually inserted or not;
(10) The Notice of Award;
(11) Bid Security (as required in Schedule A);
(12) Performance and Payment Bonds (as required in Schedule A); and
(13) Notice to Proceed with Work.

(B) This Invitation for Bids ("solicitation" or "RFx") is released through PASSPort, New York City's online procurement portal. In PASSPort, an RFx is synonymous with the solicitation that will go out to vendors. Responses to this RFx must be submitted via PASSPort. Prospective bidders must create an account within PASSPort if they have not already done so. Please see attached document entitled "Instructions for Responding to RFx."

3. AGENCY CONTACT PERSON

If you have questions about the details of the solicitation (RFx), please contact the designated Agency Contact Person located within the View RFx tab in PASSPort.

4. EXAMINATION OF PROPOSED CONTRACT

(A) REQUEST FOR INTERPRETATION OR CORRECTION. Prospective bidders must examine the Contract Documents carefully and before bidding must request of the Commissioner via the Agency Contact Person in writing or by e-mail for an interpretation or correction of every

patent ambiguity, inconsistency, or error therein which should have been discovered by a reasonably prudent bidder no later than seven (7) days prior to the bid due time and date prescribed in the Contract. No verbal questions will be entertained.

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. The addendum will be available as a document in the RFx tab in PASSPort and will also be posted on the Agency's website. Upon such posting, such addendum(s) shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of the addendum is shown.

(B) ONLY THE COMMISSIONER'S INTERPRETATION OR CORRECTION BINDING. Only the written interpretation or correction given by the Commissioner shall be binding.

5. EXAMINATION AND VIEWING OF SITE AND CONSIDERATION OF OTHER SOURCES OF INFORMATION

All bidders must carefully view and examine the site of the proposed work and its adjacent area and seek other sources of information in order to satisfy themselves as to all general and local conditions that may affect the cost or performance of the Contract. Bidders will be conclusively presumed to have full knowledge of any 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. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Contract.

6. PRE-BID CONFERENCE

If applicable, a pre-bid conference may be held. Details may be found in the View RFx tab in PASSPort.

Nothing stated at the pre-bid conference shall change the terms and/or conditions of the Invitation for Bids and Contract unless the change is made by written addendum, amendment, or technical clarification.

7. BIDDER'S AFFIRMATIONS AND DECLARATIONS

By submission of its bid, bidder affirms and declares, under penalty of perjury:

(A) That matters stated and information furnished therein, are in all aspects true. 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. A bidder making or causing to be made any false, deceptive, or fraudulent material statement in any bid, proposal, or application may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

(B) That the bidder, if an individual, is of lawful age. That the bidder is the only one interested in this bid; and that no person, firm, or organization other than herein above named has any interest in this bid, or in the contract proposed to be taken.

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(C) That to the best of 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 process with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.

(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.

(4) That no councilperson 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.

(5) 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 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 indicated.

(D) That the bidder has inspected the site where the services are to be performed and is satisfied as to all general and local conditions that may affect the cost of performance of the contract.

(E) That the bidder has examined all parts of this Proposal for Bid, including but not limited to the Agreement and the terms and conditions thereof; and if the bid is accepted as submitted, the bidder shall execute the Agreement as set forth herein.

(F) That the bidder certifies that it is duly licensed to do business in the City and State of New York and holds or agrees to obtain all necessary permits required by law or regulation for the performance of the contract.

(G) That the bidder executes this document expressly warranting and representing that should this bid be accepted by the City and the contract awarded to it, the bidder and its subcontractors engaged in the performance of the contract will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations and the rules and regulations of the Procurement Policy Board adopted pursuant thereto as more expressly and in detail set forth in the contract form.

(H) That in the event of breach or violation of any of the foregoing, the bidder may be subject to damages, liquidated or otherwise, cancellation of the contract and suspension as a bidder for a period of three (3) years.

(I) That the bidder (1) represents that its attention has been specifically drawn to the Equal Employment Provisions of the Contract Agreement, and (2) warrants that it will comply with all the terms and provisions prescribed therein.

(J) That the bidder executes this document expressly warranting and representing that should this bid be accepted and the contract awarded to the bidder, the bidder and its subcontractors engaged in the performance (1) will comply with the provisions of Section 6-109 of the Administrative Code of the City of New York and the nondiscrimination provisions of Sections 220 and 239 of the New York Labor Law as more expressly and in detail set forth in the contract form; and (2) will post notices to be furnished by the City, setting forth the requirements of the aforesaid law 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 by the Contractor have been finally accepted by the City.

8. 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 Articles 11 and 14 below.

9. MATERIAL SAMPLES AND DESCRIPTIVE LITERATURE

The submission of bid samples and descriptive literature, regardless of any attempt by a bidder to condition the bid, will not be deemed to vary any of the provisions of this Contract.

10. PROPRIETARY INFORMATION / TRADE SECRETS

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

All such materials 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 that are unsuccessful, all 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 bidding regardless of any designation of confidentiality made by the bidder.

11. PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn before the due date and time.

- To withdraw your bid after submittal but before the due date and time, click on the "Manage Responses" tab of the RFx (in the PASSPort system) and click the red button to withdraw.
- To modify your bid after submittal but before the due date and time, use the "Duplicate Response" button of the RFx to create a copy of your submitted response. Edit as needed and submit. Then, click into the original response and click the red button to withdraw the response.

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12. BID EVALUATION AND AWARD

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

Where an "Add Alternate" component is shown in the Bid documents, the Contract shall be awarded, if at all, to the responsible bidder whose bid meets the evaluation criteria set forth in the Bid documents, and whose bid price is either (1) the lowest base bid price, or (2) the lowest total bid price including base bid plus alternate(s). The Agency will decide which of these alternatives to choose. Pricing for the "add alternate" items shall be included in the Total Bid Price; only one bid submission is required.

If a Bidder submits multiple bids (and did not successfully withdraw a previously submitted bid), then the Agency will accept and consider the lowest bid only. All other bids submitted by the vendor shall not be accepted.

13. LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

It is strongly recommended that Bidders complete and submit their bids in the PASSPort system, which includes entering information, uploading documents, and entering log-in credentials, at least 72 hours in advance of the Bid Due Date and Time.

Any bid received after the time and date set for receipt of bids is late and shall not be considered. The same applies to any request for withdrawal or modification received after the time and date set for receipt of bids, except as provided in Article 14.

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.

14. WITHDRAWAL OF BIDS

Except as provided for in Article 11 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 Contract has been registered by the Comptroller's Office, the Commissioner fails to fix the date of commencement of work by written notice to the bidder, the bidder, at its option, may ask to be relieved of its obligation to perform the work called for by written notice to the Commissioner. If such notice is given and the request to withdraw is granted, the bidder waives all claims in connection with the Contract.

15. MISTAKES IN COMPETITIVE SEALED BIDS FOR PUBLIC PROJECTS

(A) MISTAKES 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 according to Article 11 above.

(B) MISTAKES DISCOVERED AFTER BID OPENING. In accordance with Procurement Policy Board Rules §3-02(m), where a unilateral non-judgmental error or mistake is discovered in a bid, such bid may be withdrawn only upon written approval of the Commissioner. If so withdrawn, the Contract shall either be awarded to the next lowest bidder or re-solicited pursuant to the PPB Rules.

16. LOW TIE BIDS

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 Commissioner will break the tie in the following manner and order of priority:

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

(B) Award to a New York City bidder.

(C) Award to a certified New York State small, minority, or woman-owned business entity bidder.

(D) Award to a New York State bidder.

(E) Conduct a drawing. The bidders shall be invited to witness the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

17. 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 this solicitation; or if

(2) the bidder is determined to be non-responsible pursuant to the PPB Rules; or if

(3) the bid is determined to be non-responsive pursuant to the PPB Rules; or if

(4) the bid, in the opinion of the Commissioner, contains unbalanced bid prices and is thus non-responsive, unless the bidder can prove that the prices are not unbalanced for the probable required quantity of such items, or if the imbalance is corrected pursuant to Article 15; or if

(5) the bidder's higher bids, if multiple bids have been inadvertently submitted by the same bidder.

(B) REJECTION OF ALL BIDS. The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to re-solicit by bid or by other method authorized by the PPB Rules.

18. RIGHT TO APPEAL DETERMINATION 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 Chapter 2 of the PPB Rules.

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19. EQUAL EMPLOYMENT OPPORTUNITY

This Information for Bidders is subject to applicable provisions of Federal, State, and Local Laws and executive orders requiring equal employment opportunity.

20. PASSPORT

Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All organizations intending to do business with the City of New York must complete the disclosure process in order to be considered for award of a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has now moved collection of vendor disclosure information online. In anticipation of awards, potential bidders must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. Any reference to VENDEX in the Information for Bidders should be deemed to be a reference to PASSPort; the VENDEX questionnaire included herein no longer applies and will not be accepted by the Mayor's Office of Contract Services.

For more information about PASSPort, please visit www.nyc.gov/passport

21. AUDIT BY COMPTROLLER

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, New York, New York.

22. BID, PERFORMANCE AND PAYMENT SECURITY

(A) BID SECURITY. Each bid must be accompanied by bid security in an amount and type specified in Schedule A. 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 such Payment and Performance bonds are required in Schedule A.

(B) PERFORMANCE AND PAYMENT SECURITY. If required by Schedule A, the successful bidder shall, prior to or at the time of execution of the Contract, deliver to the Agency Contact Person payment and performance security in a form prescribed herein. If a Contractor fails to deliver the required payment and performance security, the award shall be rescinded, bid security enforced, and award of the Contract may be made to the next lowest responsive and responsible bidder, or the Contract may be re-bid.

(C) ACCEPTABLE SECURITY. Acceptable security for bids, performance and payment, shall be limited to:

(1) A one-time bond issued and maintained by a company with an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A in the form provided in the Bid Documents;

(2) A bank certified check or money order;

(3) City Bonds; or

(4) Other financial instruments as determined by the Mayor's Office of Contract Services in consultation with the Comptroller.

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

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.
The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at https://www.fiscal.treasury.gov/surety-bonds/.

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

23. FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY

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 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 re-let, including the cost of this re-letting and less the amount of such deposit. No claim 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. If the bidder fails to comply with this Article, any funding agency, body, or group (Federal, State, City, Public, Private, etc.) may terminate, cancel, or reduce the funding on this project. The bidder in such an 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.

24. BIDDER QUALIFICATIONS

(A) EXPERIENCE. The bidder must, within the last three (3) consecutive years prior to the bid opening, have recently completed as a prime contractor at least one (1) project of similar size, scope and complexity for a NYC agency, public authority, or jurisdiction with similar regulatory requirements.

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For projects under $1,500,000.00, one of the following may, at the discretion of the Agency Chief Contracting Officer, constitute sufficient experience in lieu of the requirement above:

- The bidder's substantial experience completing multiple subcontracts in the last three (3) years of a similar size, scope and complexity for a NYC agency, public authority, or jurisdiction with similar regulatory requirements, or

- The principal's and officers' substantial experience completing multiple prime contracts of a similar size, scope and complexity for a NYC agency, public authority, or jurisdiction with similar regulatory requirements in the last five (5) years, while such principals and officers held significant management roles in the prior entity or entities.

Bidders seeking award of multiple contracts, or of a single contract whose term may coincide with the bidder's other active contracts, must demonstrate, within the last five (5) consecutive years prior to the bid opening, a history of successfully conducting and completing multiple simultaneous projects of similar number, size, scope, and complexity as a prime contractor for a NYC agency, public authority, or jurisdiction with similar regulatory requirements to the active project(s) and project(s) being bid.

Bidders with experience completing multiple similar projects must demonstrate that, within the last five (5) years, all such projects were completed successfully, as evidenced by performance evaluations, professional references, and other information and records as requested by the Agency Chief Contracting Officer.

In the event the bidder is a joint venture, at least one firm in the joint venture must meet the above-described experience requirement. Additionally, the prior experience of a joint venture may fulfill the requirements of this section for an individual member of the joint venture. In either case, the Agency may exclude prior experience from consideration under this section if, in the judgment of the Agency Chief Contracting Officer, its participation in either the past or proposed joint venture is minor, insufficient, imbalanced, or nominal.

Bidders must include with their bids all information necessary for a determination of bidder responsibility as set forth in the Contract Documents.

(B) BIDDER'S RECORDS. 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.

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

25. EMPLOYMENT REPORTS (BUREAU OF LABOR SERVICES)

In accordance with Executive Order No. 50 as amended, 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 available from the NYC Small Business Services at https://www.nyc.gov/site/sbs/businesses/contract-compliance.page

26. LABOR LAW REQUIREMENTS

The successful bidder will be required to comply strictly with all Federal, State, and local labor laws and regulations, including but not limited to providing on-the job training opportunities and payment of prevailing wages.

All requests for clarification of the classification of trades required to be employed in the performance of the work under this Contract shall be directed to the Commissioner, in writing, at least 48 hours prior to bid opening.

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 this 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.

27. INSURANCE

Bidders are advised that the insurance requirements contained herein are regarded as a material term of this Contract. The insurance shall be maintained during the Contract. The Contractor shall maintain insurance in compliance with Schedule A for any work performed under the guarantee requirements of the Contract.

The Contractor must procure and maintain insurance with companies authorized to do business in the State of New York, the types and amounts of insurance specified in and described in the Agreement, Article 22 and General Conditions, Section C – Special Provisions, Article 3, Schedule A.

Pursuant to Section 57 of the New York State Worker's Compensation Law, the bidders must submit proof of worker's compensation and disability benefits coverage to this Agency prior to the execution of any Contract resulting from this solicitation. All other required insurance documentation must also be submitted prior to execution of this Contract.

28. LUMP SUM CONTRACTS

Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid and adjusted for alternate prices bid, if any.

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29. UNIT PRICE CONTRACTS

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

A bid may be deemed non-responsive when it does not contain a unit price corresponding with each item for which there is a quantity exhibited in the bid. The unit price, item total and bid total(s) shall be indicated in figures.

(B) VARIATIONS FROM ENGINEER'S ESTIMATE. The bid schedule indicates the Agency's estimated quantity for each item of Work. The Contractor shall have no basis for claims or damages for any variation between the estimated quantity advertised for bid and the final quantity of any item. The Contractor agrees to provide overruns in accordance with Article 26 – Methods of Payment for Overruns and Extra Work.

30. MULTIPLE PRIME CONTRACTORS

If more than one prime Contractor will be involved on this Project, all Contractors are required to examine the solicitations for all other parts of the Project.

31. BID SUBMISSION REQUIREMENTS

The following must be completed and submitted in order for the Bid to be considered responsive:

(A) Completed electronic bid submission in PASSPort.

(1) All required fields in PASSPort must be completed.

(B) Bid Security (also see Article 22).

(1) If Bid Security is in the form of a bid bond, bidders must include it with their electronic PASSPort submission.

(2) If Bid Security is in the form of a certified check, bidders must physically deliver the certified check to the Agency before the bid due date and time. (Please see the project's RFx questionnaire in PASSPort for specific address and instructions.)

The following may result in the Bid being found non-responsive:

(A) Any discrepancy between the total bid price included in the project's RFx Item tab in PASSPort and the total bid price on the Bid Item Prices Excel file uploaded to the Questionnaire tab.

(B) Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.

(C) Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.

Bid submissions received outside of the PASSPort system will not be considered.

32. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the Comptroller of the City endorses hereon his certificate that there remains unexpended and unapplied, as provided in Section 6-101 of the Administrative Code of the City of the New York, a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officer making the same. This Contract shall continue in force only after annual appropriation of funds by the City of New York and certification as herein above set forth.

33. PROCUREMENT POLICY BOARD (PPB) RULES

This Information for Bidders is subject to the latest edition of the PPB Rules. In the event of a conflict between the PPB Rules and any provision of this Invitation for Bids, the PPB Rules shall take precedence.

34. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

This Invitation for Bids is subject to Title II of the Americans with Disabilities Act of 1990 ("ADA") and regulations promulgated pursuant thereto which prohibits discrimination against individuals with a disability, as defined in the ADA, by a public entity in providing services, programs, or activities to the public.

35. PRICING

(A) The Contractor shall, whenever required during the Contract, including but not limited to the time of bidding, submit cost or pricing data, and formally certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a specified date. The Contractor shall be required to keep its submission of cost and pricing data current until the Contract has been completed.

(B) The price of any change order or Contract modification subject to the conditions of paragraph (A) shall be adjusted to exclude any significant sums by which the City finds that such price was based on cost or price data furnished by the supplier, which was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

(C) TIME FOR CERTIFICATION. The Contractor must certify that cost or pricing data submitted are accurate, complete, and current as of a mutually determined date.

(D) REFUSAL TO SUBMIT DATA. When any Contractor refuses to submit the required data to support a price, the Contracting Officer shall not allow the price.

(E) CERTIFICATE OF CURRENT COST OR PRICING DATA. In those cases when cost or pricing data is required, such certification shall be retained in the Agency Contract file.

36. CHANGED CONDITIONS

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

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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 reasonably have been anticipated by the Contractor and were not anticipated by the City, the Contract may be modified with his written approval.

37. UPFRONT CAPITAL LOAN

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

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

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

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

38. BOND GUARANTEE PROGRAM

The City of New York has revised the form of the performance bond that is required for City construction Contracts that exceed $5 million. The form of bond required for Contracts that do not exceed $5 million has not changed. The City's payment bond remains unchanged.

The bond form for Contracts that do not exceed $5 million has been approved by the U.S. Small Business Administration ("SBA") for participation in their Bond Guarantee Program. The SBA's Bond Guarantee Program enables small businesses to obtain or increase bonding by having the SBA act as a partial guarantor of the contractor to the surety. For information concerning the SBA program, including current limits on what size contracts are eligible for participation in the program, go to www.sba.gov/osg. If you are interested in participating in this program, we suggest that you contact your broker or SBA.

In order to maximize participation by small businesses in the SBA Guarantee Program, the City also encourages prime Contractors who are awarded Contracts greater than $5 million to allow their Subcontractors to use the SBA-approved form, particularly on Contracts that are subject to the M/WBE program, if the prime Contractor requires Subcontractors to obtain performance bonds.

NYC Parks

City of New York Parks & Recreation
The Arsenal
Central Park
New York, NY 10021

Iris Rodriguez-Rosa
Commissioner

Capital Projects
Olmsted Center
Flushing Meadows-Corona Park
Flushing, NY 11368

Eric Boorstyn, AIA, LEED AP
Deputy Commissioner

NOTICE TO BIDDERS

This project is in part funded by the Federal Emergency Management Agency (FEMA).

The Contractor must comply with all the federal reimbursement program's requirements for this Contract.

The Contractor shall provide any and all documents and/or information required to be in compliance with the federal reimbursement program's requirements and as requested by the Agency.

The Contractor shall furnish and complete any and all forms as required by the federal reimbursement program's requirement and as requested by the Agency.

This project is subject to M/WBE Participation goals. M/WBE goal percentage can be found in the M/WBE Requirements tab of your response to the Solicitation (RFx) in PASSPort.

Failure of the Contractor to provide any and all documents, information and/or completed forms in accordance with the federal reimbursement program's requirements and as requested by the Agency shall result in non-payment to the Contractor by the Agency.

By accepting this contract, the Contractor acknowledges its understanding of the policies and agrees to comply with the rules and regulations to implement them.

The Contractor shall comply with, but not limited to, the following requirements pursuant to the federal reimbursement program:

If you have any questions concerning submittals or any other reimbursement program requirements for this contract, please feel free to call Cristian Castro, Assistant Deputy ACCO for Vendor Integrity & Diversity at (718) 760-4082; e-mail Cristian.Castro@parks.nyc.gov or Andrew Watanabe, Chief of Fiscal Management for Capital Projects at (718) 760-6938; e-mail Andrew.Watanabe@parks.nyc.gov.

Rev. 6/12/2025

NOTICE TO ALL PROSPECTIVE CONTRACTORS

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

ARTICLE I. M/WBE PROGRAM

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

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

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

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

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

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

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

PART A

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

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

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

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

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

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

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by

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MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

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

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

C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE

VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.

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

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

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to,: the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where

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applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

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

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

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

(b) To apply for a full or partial waiver of the **Participation Goals**, a bidder, proposer, or contractor, as applicable, must complete Part 3 of Schedule B **and submit such request no later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due, in writing to the Agency Contact Person listed in Schedule B, Part 1**. **Full or partial waiver requests that are received later than seven (7) calendar days prior to the date and time the bids, proposals, or Task Orders are due may be rejected as untimely**. Bidders, proposers, or contractors, as applicable, who have submitted timely requests will receive an Agency response by no later than two (2) calendar days prior to the due date for bids, proposals, or Task Orders; provided, however, that if that date would fall on a weekend or holiday, an Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B

MISCELLANEOUS

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

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

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

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

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

ARTICLE II. ENFORCEMENT

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

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

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements

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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.

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NOTICE TO BIDDERS

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

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

Please be further advised that, pursuant to Labor Law §220, the allowable ratio of apprentices to journeyperson 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.

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT
OR PROJECT

CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959

DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT:

New York City Department of Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:
www.nyc.gov/doi

All communications are confidential

THE LAW PROTECTS EMPLOYEES OF
CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than $100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages

← Scan the QR Code at Left to File a Complaint

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NOTICE OF PIP ENHANCEMENTS:
EFT/DIRECT DEPOSIT ENROLLMENT

April 2019

Various enhancements were made to the Payee Information Portal (PIP). Effective immediately, vendors are advised of the following PIP enhancements:

EFT/Direct Deposit:

- Enroll for EFT/Direct Deposit program online via the Payee Information Portal (PIP) at www.nyc.gov/PIP. PIP is now available for vendors to set up a single bank account for all vendor payments made from the New York City Financial Management System (FMS). Both existing and new city vendors can sign up for EFT/Direct Deposit through PIP.

- Existing EFT enabled vendors with a PIP User ID and password can update their bank account information in PIP.

- New vendors doing business with the City of New York can create a new PIP account and vendor code, and then add their bank account information for EFT/Direct Deposit immediately.

Other Features:

- When a vendor intends to move to another location on a particular day, they can deactivate their existing address by adding an "Active To" date (effective end date) to the address. A warning will be generated if any open orders or payments in FMS are using that address. Vendors should inform the agencies with which they do business about the address changes.

- When Vendors change their Legal Name or Tax Identification Number (TIN), documentation is now required to be attached in PIP.

- Vendors can submit questions online related to FMS Scheduled Payments, Check/EFT Information, and Tax Information. The questions will be forwarded to the agency associated with the transaction(s).

- Beginning with tax year 2018, vendors receiving an amended 1099 Form can print the amended PDF and view the details of the changes.

For learning resources, vendors are directed to the **Activation Quick Start Guide, EFT/Direct Deposit Enrollment Guide** and related online **EFT Enrollment eLearning** tutorials which are available on the PIP homepage.

For assistance with the PIP System, questions should be directed to the PIP Help Desk at 212-857-1777 or PIP@fisa-opa.nyc,gov.

The Payee Information Portal (PIP) can be accessed at www.nyc.gov/PIP.

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to New York Labor Law Article 8 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work projects. Prevailing rates are required to be annexed to and form part of the public work contract pursuant to Labor Law section 220 (3).

This schedule is a compilation of separate determinations of the prevailing rate of wage and supplements made by the Comptroller for each trade classification listed herein pursuant to Labor Law section 220 (5). The source of the wage and supplement rates, whether a collective bargaining agreement, survey data or other, is listed at the end of each classification.

Agency Chief Contracting Officers should contact the Bureau of Labor Law's Classification Unit with any questions concerning trade classifications, prevailing rates or prevailing practices with respect to procurement on New York City public work contracts. Contractors are advised to review the Comptroller's Prevailing Wage Schedule before bidding on public work contracts. Contractors with questions concerning trade classifications, prevailing rates or prevailing practices with respect to public work contracts in the procurement stage must contact the contracting agency responsible for the procurement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: laborlaw@comptroller.nyc.gov or Bureau of Labor Law, Attn: Paul Brumlik, Office of the Comptroller, 1 Centre Street, Room 651, New York, N.Y. 10007.

Pursuant to Labor Law § 220 (3-a) (a), the appropriate schedule of prevailing wages and benefits must be posted in a prominent and accessible place at all public work sites along with the Construction Poster provided on our web site at comptroller.nyc.gov/wages. In addition, covered employees must be given the appropriate schedule of prevailing wages and benefits along with the Worker Notice provided on our web site at the time the public work project begins, and with the first paycheck to each such employee after July first of each year.

This schedule is applicable to work performed during the effective period, unless otherwise noted. Changes to this schedule are published on our web site comptroller.nyc.gov/wages. Contractors must pay the wages and supplements in effect when the worker, laborer, mechanic performs the work. Preliminary schedules for future one-year periods appear in the City Record on or about June 1 each succeeding year. Final schedules appear on or about July 1 in the City Record and on our web site comptroller.nyc.gov/wages.

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually

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registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

New York City public work projects awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at:

https://www.nyc.gov/site/mocs/regulations/project-labor-agreements.page

All the provisions of Labor Law Article 8 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller in accordance with the trade classifications in this schedule; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

1) **Provide bona fide fringe benefits which cost the employer no less than the prevailing supplemental benefits rate; or**
2) **Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or**
3) **Provide a combination of bona fide fringe benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.**

Although prevailing wage laws do not require employers to provide bona fide fringe benefits (as opposed to wage supplements) to their employees, other laws may. For example, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq., the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001 et seq., and the New York City Paid Sick Leave Law, N.Y.C. Admin. Code § 20-911 et seq., require certain employers to provide certain benefits to their employees. Labor agreements to which employers are a party may also require certain benefits. The Comptroller's Office does not enforce these laws or agreements.

Employers must provide prevailing supplemental benefits at the straight time rate for each hour worked unless otherwise noted in the classification.

Paid Holidays, Vacation and Sick Leave when listed must be paid or provided in addition to the prevailing hourly supplemental benefit rate.

For more information, please refer to the Comptroller's Prevailing Wage Law Regulations in Title 44 of the Rules of the City of New York, Chapter 2, available at comptroller.nyc.gov/wages.

Paul Brumlik
Director of Classifications
Bureau of Labor Law

ADDENDUM

List of Amended Classifications

BOILERMAKER

CORE DRILLER

HAZARDOUS MATERIAL HANDLER

HOUSE WRECKER

IRON WORKER - ORNAMENTAL

IRON WORKER - STRUCTURAL

LABORER - PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

MARBLE MECHANIC

MASON TENDER

MOSAIC MECHANIC

PAINTER - BRIDGE & STRUCTURAL STEEL

PLASTERER – TENDER

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

SHEET METAL WORKER

SHEET METAL WORKER - SPECIALTY

STEAMFITTER

STEAMFITTER - REFRIGERATION & AIR CONDITIONER

TILE FINISHER

TILE LAYER – SETTER

UTILITY LOCATOR

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ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.81
Supplemental Benefit Rate per Hour: $55.73

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.95
Supplemental Benefit Rate per Hour: $55.73

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.12
Supplemental Benefit Rate per Hour: $55.73

Blaster - Journeyperson

(Laborer, Chipper/Jackhammer including Walk Behind Self Propelled Hydraulic Asphalt and Concrete Breakers and Hydro (Water) Demolition, Powder Carrier, Hydraulic Chuck Tender, Chuck Tender and Nipper)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.60
Supplemental Benefit Rate per Hour: $55.73

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.80
Supplemental Benefit Rate per Hour: $55.73

Overtime Description

Paid Holidays: Labor Day, Thanksgiving Day.
Excluding Supplemental Benefits.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $68.88
Supplemental Benefit Rate per Hour: $49.83
Supplemental Note: For time and one half overtime - $74.17 For double overtime - $98.51

Overtime Description

For Repair and Maintenance work:
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
For New Construction work:
Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

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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
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Juneteenth

Quadruple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
Good Friday
Day after Thanksgiving
Day before Christmas
Day before New Year's Day

Shift Rates
On jobs requiring two (2) or three (3) shifts, the first shift shall work eight (8) hours at the regular straight-time hourly rate. The second shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars ($2.00) per hour. The third shift shall work eight (8) hours and receive eight hours at the regular straight time hourly rate plus two dollars and twenty-five cents ($2.25) per hour.

(Local #5)

BRICKLAYER

Bricklayer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $60.04
Supplemental Benefit Rate per Hour: $45.35

Overtime Description
Time and one half the regular rate after a 7 hour day. If working on a job that is predominately Pointer, Cleaner, Caulker work, then Time and one half the regular rate after an 8 hour day.

Overtime
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

The second shift wage rate shall be a 15% wage premium with no premium for supplemental benefits. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight hours will be paid at straight time rate for seven hours of work.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.05
Supplemental Benefit Rate per Hour: $49.08

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

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Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - HEAVY CONSTRUCTION WORK
(Construction of Engineered Structures and Building Foundations including all form work)

Heavy Construction Work

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.59
Supplemental Benefit Rate per Hour: $56.84

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Excludes Engineered Structures and Building Foundations)

Carpenter High Rise A

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $51.48
Supplemental Benefit Rate per Hour: $44.74

Carpenter High Rise B

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $40.89
Supplemental Benefit Rate per Hour: $18.05

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day

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President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.20
Supplemental Benefit Rate per Hour: $49.95

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day

Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

CARPENTER - WOOD WATER STORAGE TANK

Tank Mechanic

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.83
Supplemental Benefit Rate per Hour: $26.06

Tank Helper

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.44
Supplemental Benefit Rate per Hour: $26.06

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day

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Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
1/2 day on Christmas Eve if work is performed in the A.M.
Christmas Day
1/2 day on New Year's Eve if work is performed in the A.M.

Vacation

Employed for one (1) year.....one (1) week vacation (40 hours)
Employed for three (3) years.....two (2) weeks vacation (80 hours)
Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

SICK LEAVE:
Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

CEMENT & CONCRETE WORKER

Building Work

Cement & Concrete Worker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.28
Supplemental Benefit Rate per Hour: $34.20
Supplemental Note: $39.20 on Saturdays; $44.20 on Sundays & Holidays

Cement & Concrete Worker - (Hired after 2/6/2016)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $36.80
Supplemental Benefit Rate per Hour: $26.20
Supplemental Note: $29.20 on Saturdays; $32.20 on Sundays & Holidays

Overtime Description

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

Overtime

Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day before Christmas Day
1/2 day before New Year's Day

Shift Rates
On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement & Concrete Workers District Council 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.87
Supplemental Benefit Rate per Hour: $34.76
Supplemental Note: Supplemental benefit time and one half rate: $63.22; Double time rate: double the base supplemental benefit rate.

Overtime Description
Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

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Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

Shift Rates

For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780) (BCA)

CORE DRILLER

Test Boring

Core Driller

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $47.88
Supplemental Benefit Rate per Hour: $34.35

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $48.78
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $37.58
Supplemental Benefit Rate per Hour: $34.35

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $38.15
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $33.80

Supplemental Benefit Rate per Hour: $34.35

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $34.37
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $30.04
Supplemental Benefit Rate per Hour: $34.35

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.61
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $26.26
Supplemental Benefit Rate per Hour: $34.35

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $26.83
Supplemental Benefit Rate per Hour: $36.07

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
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars ($2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

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(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.11
Supplemental Benefit Rate per Hour: $62.71

Derrick Person & Rigger - Site Work

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.40
Supplemental Benefit Rate per Hour: $49.70

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.

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $76.46
Supplemental Benefit Rate per Hour: $56.84

Diver Tender (Marine)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.00
Supplemental Benefit Rate per Hour: $56.84

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.59
Supplemental Benefit Rate per Hour: $56.84

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 and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Dockbuilders are employed, single time will be paid for each shift.

(Carpenters District Council)

DRIVER: TRUCK (TEAMSTER)

Including work involving the delivery to and hauling from such worksites of aggregate supply construction materials and any time spent loading/unloading

Driver - Dump Truck

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.12
Supplemental Benefit Rate per Hour: $59.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $25.50; at double time rate - $34.00

Driver - Tractor Trailer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.82
Supplemental Benefit Rate per Hour: $57.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $26.33; at double time rate - $35.10

Driver - Euclid & Turnapull Operator

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.38
Supplemental Benefit Rate per Hour: $57.65
Supplemental Note: Over 40 hours worked: at time and one half rate - $26.33; at double time rate - $35.10

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.

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
New Year's Day

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Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates
Off shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch

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Driver Redi-Mix (Sand & Gravel)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.50
Supplemental Benefit Rate per Hour: $52.22
Supplemental Note: Over 40 hours worked: time and one half rate $22.35; double time rate $29.80

Overtime Description
For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Columbus Day
Veteran's Day

Triple time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Christmas Day

(Local #282)

ELECTRICIAN

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

Electrician "A" (Regular Day / Day Shift)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $66.90
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $67.40
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $70.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $93.00
Supplemental Benefit Rate per Hour: $68.90
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $93.00

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Supplemental Benefit Rate per Hour: $69.40
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $96.00
Supplemental Benefit Rate per Hour: $72.34
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $72.75
Supplemental Benefit Rate per Hour: $75.27
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $72.75
Supplemental Benefit Rate per Hour: $75.77
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $75.10
Supplemental Benefit Rate per Hour: $78.93
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift Overtime after 7.5 hours)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $109.13
Supplemental Benefit Rate per Hour: $77.61
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $109.13
Supplemental Benefit Rate per Hour: $78.11
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $112.65
Supplemental Benefit Rate per Hour: $81.35
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $81.49
Supplemental Benefit Rate per Hour: $82.39
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $81.49
Supplemental Benefit Rate per Hour: $82.89
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $84.12
Supplemental Benefit Rate per Hour: $86.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift Overtime after 7 hours)

Effective Period: 7/1/2025 - 1/1/2026
Wage Rate per Hour: $122.24
Supplemental Benefit Rate per Hour: $85.01
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/2/2026 - 4/15/2026
Wage Rate per Hour: $122.24
Supplemental Benefit Rate per Hour: $85.51
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $126.18
Supplemental Benefit Rate per Hour: $88.98
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on a holiday.
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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Paid Holidays
None

Shift Rates
For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is $26.99, effective 1/2/2026 the supplemental benefit rate is $27.49, effective 4/16/2026 the supplemental benefit rate is $27.91 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" 1st Year

"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: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.29

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.79

Electrician "M" 1st Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $28.02

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $28.52

Electrician "M" 2nd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $26.82

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $27.32

Electrician "M" 2nd Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $28.62

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $29.12

Electrician "M" 3rd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $30.50
Supplemental Benefit Rate per Hour: $27.90

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $30.50
Supplemental Benefit Rate per Hour: $28.40

Electrician "M" 3rd Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $29.83

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $30.33

Electrician "M" 4th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $29.51

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.01

Electrician "M" 4th Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $50.25
Supplemental Benefit Rate per Hour: $31.63

Effective Period: 4/16/2026 - 6/30/2026

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Wage Rate per Hour: **$50.25**
Supplemental Benefit Rate per Hour: **$32.13**

Electrician "M" 5th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$36.50**
Supplemental Benefit Rate per Hour: **$31.12**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$36.50**
Supplemental Benefit Rate per Hour: **$31.62**

Electrician "M" 5th Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$54.75**
Supplemental Benefit Rate per Hour: **$33.43**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$54.75**
Supplemental Benefit Rate per Hour: **$33.93**

Electrician "M" 6th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$43.50**
Supplemental Benefit Rate per Hour: **$34.89**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$43.50**
Supplemental Benefit Rate per Hour: **$35.39**

Electrician "M" 6th Year (Overtime)

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: **$65.25**
Supplemental Benefit Rate per Hour: **$37.64**

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: **$65.25**
Supplemental Benefit Rate per Hour: **$38.14**

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELECTRICIAN - ALARM TECHNICIAN
(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

Alarm Technician

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.40
Supplemental Benefit Rate per Hour: $21.44
Supplemental Note: $19.31 only after 8 hours worked in a day

Overtime Description
Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.
Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

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Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

Vacation

At least 1 year of employment.....ten (10) days
5 years or more of employment.....fifteen (15) days
10 years of employment.....twenty (20) days
Plus one Personal Day per year

Sick Days:
One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

ELECTRICIAN-STREET LIGHTING WORKER

Electrician - Electro Pole Electrician

Effective Period: 7/1/2025 - 12/31/2025
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $69.01
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/1/2026 - 4/21/2026
Wage Rate per Hour: $62.00
Supplemental Benefit Rate per Hour: $69.51
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2026 - 6/30/2026
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $72.46
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2025 - 12/31/2025
Wage Rate per Hour: $47.66
Supplemental Benefit Rate per Hour: $51.27
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 1/1/2026 - 4/21/2026
Wage Rate per Hour: $47.66
Supplemental Benefit Rate per Hour: $51.77
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2026 - 6/30/2026
Wage Rate per Hour: $49.66
Supplemental Benefit Rate per Hour: $53.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2025 - 12/31/2025
Wage Rate per Hour: $41.61
Supplemental Benefit Rate per Hour: $46.32

Effective Period: 1/1/2026 - 4/21/2026
Wage Rate per Hour: $41.61
Supplemental Benefit Rate per Hour: $46.82

Effective Period: 4/22/2026 - 6/30/2026
Wage Rate per Hour: $43.61
Supplemental Benefit Rate per Hour: $48.96
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

*** Supplemental Benefit Rate per Hour Note**
In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

Overtime Description

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.
Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.
Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

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New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #3)

ELEVATOR CONSTRUCTOR

Elevator Constructor

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate per Hour: $83.27
Supplemental Benefit Rate per Hour: $42.33

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate per Hour: $86.43
Supplemental Benefit Rate per Hour: $43.43

Overtime Description
For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 6:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 6:00pm and 5:00 am shall be paid time and one half.

Overtime
Double time the regular rate for work on the following holiday(s).

Paid Holidays
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

Elevator Service/Modernization Mechanic

Effective Period: 7/1/2025 - 3/16/2026
Wage Rate per Hour: $65.54
Supplemental Benefit Rate per Hour: $42.28

Effective Period: 3/17/2026 - 6/30/2026
Wage Rate per Hour: $68.06
Supplemental Benefit Rate per Hour: $43.38

Overtime Description

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 5:00am.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

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Day after Thanksgiving
Christmas Day

Shift Rates

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

ENGINEER

Engineer - Heavy Construction Operating Engineer I

Cherrypickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $78.33
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $125.33

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 person auger.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.84
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime

Shift Wage Rate: $121.34

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.70
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $114.72

Engineer - Heavy Construction Maintenance Engineer I

Installing, Repairing, Maintaining, Dismantling 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.45
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $120.72

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $100.74
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $161.18

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.02

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Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $76.83

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.39
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $79.02

Engineer - Heavy Construction Service Engineer

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $67.50
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $108.00

Engineer - Heavy Construction Service Mechanic

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Gunite Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.09
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $72.14

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $72.71
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $116.34

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $67.75
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $108.40

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.58
Supplemental Benefit Rate per Hour: $50.01
Supplemental Note: $92.62 on overtime
Shift Wage Rate: $76.13

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
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

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,

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Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $62.18
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.13
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.86
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 on overtime

Engineer - Building Work Oilers II

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $42.39
Supplemental Benefit Rate per Hour: $49.01
Supplemental Note: $90.80 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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

ENGINEER - CITY SURVEYOR AND CONSULTANT

Party Chief

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.32
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69 per hour (double time).

Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.60
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69 per hour (double time).

Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.08
Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69 per hour (double time).

Rodperson 1st Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00

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Supplemental Benefit Rate per Hour: $29.32
Supplemental Note: Overtime Benefit Rate - $35.01 per hour (time & one half) $40.69per 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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (BUILDING CONSTRUCTION)

(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $70.53
Supplemental Benefit Rate per Hour: $44.03
Supplemental Note: Overtime Benefit Rate - $62.35 per hour (time & one half) $80.66 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.03
Supplemental Benefit Rate per Hour: $44.03
Supplemental Note: Overtime Benefit Rate - $62.35 per hour (time & one half) $80.66 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.96
Supplemental Benefit Rate per Hour: $44.03
Supplemental Note: Overtime Benefit Rate - $62.35 per hour (time & one half) $80.66 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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $79.60
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.67
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 per hour (double time).

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Field Engineer - HC Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.48
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 per hour (double time).

Field Engineer - HC Rodperson 1st Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $49.02
Supplemental Note: Overtime benefit rate - $69.71 per hour (time & one half), $90.40 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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

ENGINEER - FIELD (STEEL ERECTION)

Field Engineer - Steel Erection Party Chief

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.53
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.68
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Field Engineer - Steel Erection Rodperson 1st Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $47.36
Supplemental Note: Overtime benefit rate - $67.22 per hour (time & one half), $87.07 per hour (double time).

Overtime Description
Time and one half the regular rate for Saturday for the first eight hours worked.
Double time the regular rate for Saturday for work performed in excess of eight hours.

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
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one (1) day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $93.74
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $149.98

Operating Engineer - Road & Heavy Construction II

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.06
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $155.30

Operating Engineer - Road & Heavy Construction III

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $100.18
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $160.29

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.75
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $156.40

Operating Engineer - Road & Heavy Construction V

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $95.83
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $153.33

Operating Engineer - Road & Heavy Construction VI

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $91.04
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $145.66

Operating Engineer - Road & Heavy Construction VII

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $73.56
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $117.70

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $57.14
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $71.98

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $86.61
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

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Shift Wage Rate: $138.58

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $79.62
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $127.39

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.87
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $98.99

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $92.01
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $147.22

Operating Engineer - Road & Heavy Construction XIII

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $89.14
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $142.62

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: $85.21
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $136.34

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $57.52
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $92.03

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $81.38
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $130.21

Operating Engineer - Road & Heavy Construction XVII

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $81.97
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $131.15

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $117.60
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $188.16

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Operating Engineer - Paving I

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $91.04
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $145.66

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $88.72
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $141.95

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.01
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $120.02

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.32
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $57.96
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Concrete III

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $77.80
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $101.49
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $162.38

Operating Engineer - Steel Erection II

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.52
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $156.03

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $55.28
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $88.45

Operating Engineer - Steel Erection IV

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.63
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
Shift Wage Rate: $84.21

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Operating Engineer - Building Work I

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $72.46
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work II

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.12
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $92.32
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $97.79
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $80.56
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $79.70
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $63.27
Supplemental Benefit Rate per Hour: $38.90
Supplemental Note: $71.50 overtime hours
For New House Car projects Wage Rate per Hour $50.39
For New House Car projects: Supplemental Benefit overtime hours: $71.50

Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

Overtime

Double time the regular rate after an 8 hour day.
Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.
Double time the regular rate for work on the following holiday(s).

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.
For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

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(Operating Engineer Local #14)

FLAGGER

Flagger to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, this title includes traffic control duty only for City public works contracts and subcontracts solicited on or after July 1, 2024.

On City public works contracts and subcontracts solicited on or after July 1, 2024, traffic control worker to be paid at the rate of the journeyperson or apprentice in the trade performing the underlying work.

If the trade performing the underlying work does not regularly employ a flagger or traffic control worker, then one of the following titles must be used on such projects:
Laborer - Heavy & Highway
Laborer - Paver & Roadbuilder
Laborer - Paver & Roadbuilder Line Striping (Roadway)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.05

Supplemental Benefit Rate per Hour: $49.08

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

GLAZIER

(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2025 - 10/31/2025
Wage Rate per Hour: $49.20
Supplemental Benefit Rate per Hour: $57.22

Effective Period: 11/1/2025 - 6/30/2026
Wage Rate per Hour: $49.45

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Supplemental Benefit Rate per Hour: $58.62

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
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #1281)

GLAZIER - REPAIR & MAINTENANCE
(For the Installation of Glass - All repair and maintenance work on a particular building.)

Craft Jurisdiction for repair, maintenance and fabrication

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2025 - 10/31/2025
Wage Rate per Hour: $27.69
Supplemental Benefit Rate per Hour: $28.43

Effective Period: 11/1/2025 - 6/30/2026
Wage Rate per Hour: $28.32
Supplemental Benefit Rate per Hour: $28.68

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 rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

Handler

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $39.95
Supplemental Benefit Rate per Hour: $23.76

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $26.27

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Easter

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Paid Holidays
None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.71
Supplemental Benefit Rate per Hour: $36.81

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Triple time the regular rate for work on the following holiday(s).
Labor Day

Paid Holidays
None

Shift Rates
The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must

be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar ($1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

HOUSE WRECKER
(TOTAL DEMOLITION)

House Wrecker - Tier A

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $32.40

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $40.60
Supplemental Benefit Rate per Hour: $32.81

House Wrecker - Tier B

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $29.23
Supplemental Benefit Rate per Hour: $24.81

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $29.83
Supplemental Benefit Rate per Hour: $25.21

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

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Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $48.15
Supplemental Benefit Rate per Hour: $67.62
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $48.40
Supplemental Benefit Rate per Hour: $68.49
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

IRON WORKER - STRUCTURAL

Iron Worker - Structural

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $58.95
Supplemental Benefit Rate per Hour: $92.02
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $59.20
Supplemental Benefit Rate per Hour: $93.52
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

Overtime Description
Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day

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President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

LABORER – HEAVY & HIGHWAY

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

Laborer - Heavy & Highway

Excavation and foundation work for buildings, heavy construction, street pipe laying, 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. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.60
Supplemental Benefit Rate per Hour: $55.73

Overtime Description

Paid Holidays: Labor Day, Thanksgiving Day.
No Supplemental Benefits are paid for non-worked holidays.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

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)

LABORER - PAVER & ROADBUILDER

Laborer - Paver & Roadbuilder

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work. In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.33
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.20
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Production Paver & Roadbuilder - Shoveler

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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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.33
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.20
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.80
Supplemental Benefit Rate per Hour: $55.00
Supplemental Note: For time and one half overtime - $59.63 For double overtime - $64.25

Overtime Description
If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day

Paid Holidays
Memorial Day
Independence Day

Labor Day
Thanksgiving Day

Shift Rates

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate since only one half (1/2) hour is allowed for meal time.
When two or more shifts are employed, single time will be paid for each shift.

(Local #1010)

LABORER - PAVER & ROADBUILDER LINE STRIPING (ROADWAY)

(Road markings, applications of striping and surface coatings on Roadways, Bus lanes, Bike lanes & Pedestrian Plazas)

Striping - Machine Operator (Thermoplastic & Epoxy)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $21.17
Supplemental Note: For time and one half overtime - $22.87 For double overtime - $24.57

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $42.00
Supplemental Benefit Rate per Hour: $23.27
Supplemental Note: For time and one half overtime - $24.97 For double overtime - $26.67

Lineperson - Crew Chief

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $21.87
Supplemental Note: For time and one half overtime - $22.87 For double overtime - $24.57

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $46.00
Supplemental Benefit Rate per Hour: $23.27
Supplemental Note: For time and one half overtime - $24.97 For double overtime - $26.67

Laborer: Striping Assistant - Green Infrastructure - Traffic Control

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In accordance with the Comptroller's Prevailing Wage Memorandum Regarding Flag Persons dated June 1, 2024, for City public work contracts and subcontracts solicited on or after July 1, 2024 only, includes traffic control duty associated with such projects.

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $21.17
Supplemental Note: For time and one half overtime - $22.87 For double overtime - $24.57

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $23.27
Supplemental Note: For time and one half overtime - $24.97 For double overtime - $26.67

Overtime Description
For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

Overtime
Time and one half the regular rate 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 the following holiday(s).

Paid Holidays
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

Vacation
As of January 1, 2026, Vacation removed and its value was incorporated in the Supplemental Benefit rate above.
Vacation July 1, 2025 – December 31, 2025.
Vacation Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.

(Local #1010)

LANDSCAPING

Landscaper (Year 6 and above)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.94
Supplemental Benefit Rate per Hour: $18.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.70
Supplemental Benefit Rate per Hour: $18.55

Landscaper (up to 3 years)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.60
Supplemental Benefit Rate per Hour: $18.55

Groundperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.60
Supplemental Benefit Rate per Hour: $18.55

Tree Remover / Pruner

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $45.17
Supplemental Benefit Rate per Hour: $18.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.74
Supplemental Benefit Rate per Hour: $18.55

Watering - Plant Maintainer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.50
Supplemental Benefit Rate per Hour: $18.55

Overtime Description

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For all overtime work performed, supplemental benefits shall include an additional seventy-five ($0.75) cents per hour.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Shift Rates

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $59.21
Supplemental Benefit Rate per Hour: $44.46

Effective Period: 7/7/2025 - 1/18/2026
Wage Rate per Hour: $59.66
Supplemental Benefit Rate per Hour: $44.76

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $60.21
Supplemental Benefit Rate per Hour: $44.96

Marble Finisher

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $45.67
Supplemental Benefit Rate per Hour: $41.36

Effective Period: 7/7/2025 - 1/18/2026
Wage Rate per Hour: $45.89
Supplemental Benefit Rate per Hour: $41.66

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $46.17
Supplemental Benefit Rate per Hour: $41.91

Marble Polisher

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $44.68
Supplemental Benefit Rate per Hour: $34.31

Effective Period: 7/7/2025 - 1/18/2026
Wage Rate per Hour: $44.95
Supplemental Benefit Rate per Hour: $34.61

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $45.11
Supplemental Benefit Rate per Hour: $35.01

Marble Maintenance Finisher

Effective Period: 7/1/2025 - 7/6/2025
Wage Rate per Hour: $27.99
Supplemental Benefit Rate per Hour: $15.44

Effective Period: 7/7/2025 - 1/18/2026
Wage Rate per Hour: $28.15
Supplemental Benefit Rate per Hour: $15.69

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $28.30
Supplemental Benefit Rate per Hour: $15.94

Overtime Description
Supplemental Benefit contributions are to be made at the applicable overtime rates.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day

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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
Building Laborer

Mason Tender

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $41.80
Supplemental Benefit Rate per Hour: $34.14

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $42.55
Supplemental Benefit Rate per Hour: $34.64

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Christmas Day

Paid Holidays
None

Shift Rates
The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

Mason Tender Tier A

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.40
Supplemental Benefit Rate per Hour: $26.89

Mason Tender Tier B

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal.

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.59
Supplemental Benefit Rate per Hour: $21.21

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

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Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $46.50
Supplemental Benefit Rate per Hour: $56.46
Supplemental Note: For time and one half overtime - $68.21 For double overtime - $89.86

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Off-shift work outside of normal working hours shall receive straight time rate plus $12 per hour for the first eight (8) hours.

(Local #46)

MILLWRIGHT

Millwright

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $60.83
Supplemental Benefit Rate per Hour: $59.18

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.
1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates
Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

MOSAIC MECHANIC

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Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $54.77
Supplemental Benefit Rate per Hour: $48.42

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $55.27
Supplemental Benefit Rate per Hour: $48.97

Mosaic Mechanic - Mosaic & Terrazzo Finisher

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $53.17
Supplemental Benefit Rate per Hour: $48.42

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $53.67
Supplemental Benefit Rate per Hour: $48.97

Mosaic Mechanic - Machine Operator Grinder

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $53.17
Supplemental Benefit Rate per Hour: $48.42

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $53.67
Supplemental Benefit Rate per Hour: $48.97

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

(Local #7)

PAINTER

Painter - Brush & Roller

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.75
Supplemental Benefit Rate per Hour: $44.13
Supplemental Note: $52.76 on overtime

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.75
Supplemental Benefit Rate per Hour: $44.13
Supplemental Note: $52.76 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
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

(District Council of Painters #9)

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PAINTER - BRIDGE & STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $56.25
Supplemental Benefit Rate per Hour: $55.09

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $57.00
Supplemental Benefit Rate per Hour: $57.21

Painter - Power Tool

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $63.25
Supplemental Benefit Rate per Hour: $55.09
Overtime Wage Rate: $7.00 above the "Painters on Structural Steel" overtime rate.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $57.21
Overtime Wage Rate: $7.00 above the "Painters on Structural Steel" overtime rate.

Overtime Description
Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift to work a second shift.

(Local #806)

PAINTER - METAL POLISHER

METAL POLISHER

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.95
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.50
Supplemental Benefit Rate per Hour: $12.84

ASSISTANT METAL POLISHER

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.19
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.94
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.69

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Supplemental Benefit Rate per Hour: $12.47

Overtime Description
All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

Holiday Pay
Double time the regular rate for work on the following Holiday plus the day's pay. Only employees who have completed one year of service, including any trial period shall be eligible for holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates
Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

PAINTER - SIGN

Sign Painter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.39
Supplemental Benefit Rate per Hour: $29.75

Assistant Sign Painter

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $41.98
Supplemental Benefit Rate per Hour: $29.04

Overtime Description
If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Paid Holidays
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Personal Day

Vacation
At least 1 year of employment.....1 week
2 years or more of employment.....2 weeks
8 years or more of employment.....3 weeks

(Local #8A-28A)

PAPERHANGER

Paperhanger

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.02
Supplemental Benefit Rate per Hour: $45.56
Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

Overtime

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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
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates
Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

PLASTERER

Plasterer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $52.99
Supplemental Benefit Rate per Hour: $26.10

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
President's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

PLASTERER - TENDER

Plasterer - Tender

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $41.80
Supplemental Benefit Rate per Hour: $34.14

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $42.55
Supplemental Benefit Rate per Hour: $34.64

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
Presidential Election Day
Thanksgiving Day
Christmas Day

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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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $76.30
Supplemental Benefit Rate per Hour: $45.15
Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.12
Supplemental Benefit Rate per Hour: $36.04
Supplemental Note: Double time shall be paid for supplemental benefits during overtime work.

Overtime Description
Where the plumbing contract price is one and one half million dollars ($1,500,000.00) or less, double time the regular rate after an 8 hour day.

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

Shift Rates

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. is not considered shift work, and therefore not subject to shift premium.

(Plumbers Local #1)

PLUMBER (MECHNICAL EQUIPMENT AND SERVICE)

Mechanical Equipment and Service work is any repair and/or replacement of the present plumbing system that does not change existing roughing or water supply lines. Projects regardless of work type which have approved plans and specifications wherein the plumbing exceeds $725,000 are excluded.

Plumber

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $48.90
Supplemental Benefit Rate per Hour: $22.26

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $49.90
Supplemental Benefit Rate per Hour: $22.86

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

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day

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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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $53.02
Supplemental Benefit Rate per Hour: $32.33

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
Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven (7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts. For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits. For

shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:30 P.M. is not considered shift work, and therefore not subject to shift premium.

(Plumbers Local #1)

PLUMBER: PUMP & TANK

Oil Trades (Installation and Maintenance)

Plumber - Pump & Tank

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $74.00
Supplemental Benefit Rate per Hour: $34.31

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election 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 4:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

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POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $65.33
Supplemental Benefit Rate per Hour: $32.35

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays

None

Shift Rates

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

ROOFER

Roofer

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $50.25
Supplemental Benefit Rate per Hour: $39.53

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

SHEET METAL WORKER

Sheet Metal Worker

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $54.60
Supplemental Benefit Rate per Hour: $60.18
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

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Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $56.08
Supplemental Benefit Rate per Hour: $60.20
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: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $43.68
Supplemental Benefit Rate per Hour: $60.18

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $44.86
Supplemental Benefit Rate per Hour: $60.20

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $19.84
Supplemental Benefit Rate per Hour: $13.08

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $13.06

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays
None

Shift Rates

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate. Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

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: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $31.26
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $51.84
Supplemental Benefit Rate per Hour: $31.26
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

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Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.63
Supplemental Benefit Rate per Hour: $3.40

Shipyard Mechanic - Second Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.91
Supplemental Benefit Rate per Hour: $2.12

Shipyard Laborer - First Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.83
Supplemental Benefit Rate per Hour: $3.55

Shipyard Laborer - Second Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $19.02
Supplemental Benefit Rate per Hour: $2.68

Shipyard Dockhand - First Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.76
Supplemental Benefit Rate per Hour: $3.59

Shipyard Dockhand - Second Class

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $20.14
Supplemental Benefit Rate per Hour: $3.34

Overtime Description
Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Based on Survey Data

SIGN ERECTOR
(Sheet Metal, Plastic, Electric, and Neon)

Sign Erector

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.00
Supplemental Benefit Rate per Hour: $63.44

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 the following holiday(s).

Paid Holidays

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New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Shift Rates

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

STEAMFITTER

Steamfitter

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $61.80
Supplemental Benefit Rate per Hour: $61.89
Supplemental Note: Overtime supplemental benefit rate: $123.04

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $61.80
Supplemental Benefit Rate per Hour: $63.39
Supplemental Note: Overtime supplemental benefit rate: $126.04

Steamfitter -Temporary Services

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $46.97
Supplemental Benefit Rate per Hour: $50.22

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $46.97
Supplemental Benefit Rate per Hour: $51.36

Overtime Description

Double time after a 7 hour day except for Temporary Services. Double time after an 8 hour day on HVAC and mechanical contracts with a dollar value not to exceed Thirty Million dollars and on fire protection/sprinkler contracts with a dollar value not to exceed Three Million dollars.

Overtime

Double time the regular time rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

Shift Rates

May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER

(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $46.10
Supplemental Benefit Rate per Hour: $21.96

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $47.85

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Supplemental Benefit Rate per Hour: $22.96

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

Paid Holidays
New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(Local #638-B)

STONE MASON - SETTER

Stone Mason - Setter

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $59.47
Supplemental Benefit Rate per Hour: $56.67

Overtime Description
Monday through Friday: Time and one quarter after seven hours worked. Time and one half after eight hours worked. Double time after 9 hours worked.
Saturday: Time and one half for the first nine hours worked. Double time after 9 hours worked.
Sunday and Holiday: double time for all hours worked.
Site Work: (paving and base course) paid at straight time for the first eight hours.

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
Thanksgiving Day
Christmas Day

Paid Holidays
1/2 day on Christmas Eve if work is performed in the A.M.

Shift Rates
For all hours worked outside 8:00 am to 3:30 pm shall be paid double time unless flex band hours and/or site work are in use.

(Bricklayers District Council)

TAPER

Drywall Taper

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.47
Supplemental Benefit Rate per Hour: $35.91

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

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Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Columbus Day
Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's Day

Paid Holidays
Labor Day

(Local #1974)

TELECOMMUNICATION WORKER
(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

Telecommunication Worker

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $47.03
Supplemental Benefit Rate per Hour: $23.15
Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. $22.84 for Staten Island only.

Overtime
Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

Overtime Holidays
Time and one half the regular rate for work on the following holiday(s).
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day

Veteran's Day
Thanksgiving Day
Christmas Day

Paid Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

Shift Rates

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

Vacation

After 6 months.....one week.
After 12 months but less than 7 years.....two weeks.
After 7 or more but less than 15 years.....three weeks.
After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

TILE FINISHER

Tile Finisher

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $50.11
Supplemental Benefit Rate per Hour: $33.61

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $50.44
Supplemental Benefit Rate per Hour: $34.11

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.

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Double time the regular rate for Sunday.

Overtime Holidays
Double time the regular rate for work on the following holiday(s).
New Year's Day
Martin Luther King Jr. 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

Tile Layer - Setter

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $65.03
Supplemental Benefit Rate per Hour: $37.11

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $65.54
Supplemental Benefit Rate per Hour: $37.61

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
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: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $56.59
Supplemental Benefit Rate per Hour: $56.41

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular rate for Saturday.
Double time the regular rate for Sunday.
Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Christmas Day

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Paid Holidays
None

Shift Rates
Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

TUNNEL WORKER

Blasters, Mucking Machine Operators (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $75.14
Supplemental Benefit Rate per Hour: $66.51

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $72.46
Supplemental Benefit Rate per Hour: $64.41

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.24
Supplemental Benefit Rate per Hour: $63.14

Outside Lock Tender, Outside Gauge Tender,Muck Lock Tender (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $69.83
Supplemental Benefit Rate per Hour: $62.11

Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $69.83

Supplemental Benefit Rate per Hour: $62.11

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.57
Supplemental Benefit Rate per Hour: $58.18

Blasters (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $71.69
Supplemental Benefit Rate per Hour: $63.84

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $61.18

All Others (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $63.40
Supplemental Benefit Rate per Hour: $56.62

Microtunneling (Free Air Rates)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $54.86
Supplemental Benefit Rate per Hour: $48.95

Overtime Description

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.
For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.
For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.
For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

Paid Holidays

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day

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Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(Local #147)

UTILITY LOCATOR

(Locate & mark underground utilities including gas for street excavation and utility line repairs)

Utility Locator (Months Over 60)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $38.03
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 55-60)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $31.54
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $35.83
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 49-54)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $31.54
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $34.07
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 43-48)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $28.28
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $32.30
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 37-42)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $28.28
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.54
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 31-36)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $25.02
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $28.78
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 25-30)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $25.02
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $27.02
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 19-24)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $21.76
Supplemental Benefit Rate per Hour: $1.43

Effective Period: 1/19/2026 - 6/30/2026

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Wage Rate per Hour: **$25.26**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Months 13-18)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$21.76**
Supplemental Benefit Rate per Hour: **$1.43**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$23.50**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Months 7-12)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$18.50**
Supplemental Benefit Rate per Hour: **$1.43**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$21.74**
Supplemental Benefit Rate per Hour: **$1.43**

Utility Locator (Months 0-6)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$18.50**
Supplemental Benefit Rate per Hour: **$1.43**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$19.98**
Supplemental Benefit Rate per Hour: **$1.43**
Supplemental Note: No Benefits for the first 90 days of employment.

Overtime

Time and one half the regular rate for work on the following holiday(s).
Time and one half the regular hourly rate after 40 straight time hours in any work week.

Paid Holidays

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Shift Rates

10% shift differential to employees working any shift starting between noon and 5 AM.

Vacation

For up to 1 year 0 hours
For year 1 - 2 48 hours per year
For year 3 - 9 96 hours per year
For year 10 or more 144 hours per year

Sick Days:
For up to 1 year employee receives 40 hours paid sick leave.
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

WELDER

WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE PERFORMING THE WORK.

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OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

ADDENDUM

List of Amended Classifications

BOILERMAKER

CEMENT AND CONCRETE WORKER

DERRICKPERSON & RIGGER (STONE)

ELEVATOR CONSTRUCTOR

ELEVATOR REPAIR & MAINTENANCE

ENGINEER - OPERATING

GLAZIER

HAZARDOUS MATERIAL HANDLER

HEAT & FROST INSULATOR

HOUSE WRECKER

IRON WORKER - ORNAMENTAL

IRON WORKER - STRUCTURAL

LABORER - HEAVY & HIGHWAY

LABORER - PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

MARBLE MECHANICS

MASON TENDER

PLASTERER - TENDER

ROOFER

SHEET METAL WORKER

STEAMFITTER

STEAMFITTER - REFRIGERATION & AIR CONDITIONER

STONE MASON - SETTER

TILE LAYER - SETTER

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BOILERMAKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.77
Supplemental Benefit Rate per Hour: $35.27

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $48.22
Supplemental Benefit Rate per Hour: $37.34

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $51.66
Supplemental Benefit Rate per Hour: $39.44

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $55.10
Supplemental Benefit Rate per Hour: $41.50

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $58.55
Supplemental Benefit Rate per Hour: $43.59

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $61.99
Supplemental Benefit Rate per Hour: $45.68

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $65.44
Supplemental Benefit Rate per Hour: $47.76

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(Local #5)

BRICKLAYER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Second 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Third 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Fourth 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Fifth 650 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

Bricklayer (Last 750 Hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.65

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $24.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $18.45

Wage Rate Per Hour For Heavy Apprentice: $27.98
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

Carpenter (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $27.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $19.95

Wage Rate Per Hour For Heavy Apprentice: $33.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

Carpenter (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $31.45
Supplemental Benefit Rate Per Hour For Building Apprentice: $23.55

Wage Rate Per Hour For Heavy Apprentice: $41.96
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

Carpenter (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour For Building Apprentice: $39.33
Supplemental Benefit Rate Per Hour For Building Apprentice: $25.55

Wage Rate Per Hour For Heavy Apprentice: $50.35
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $38.89

(Carpenters District Council)

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CARPENTER - HIGH RISE CONCRETE FORMS

(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $18.27
Supplemental Benefit Rate per Hour: $17.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $31.28
Supplemental Benefit Rate per Hour: $17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.90
Supplemental Benefit Rate per Hour: $17.96

(Carpenters District Council)

CEMENT AND CONCRETE WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Cement & Concrete Worker (First 1333 hours)

Effective Period: 7/1/2025 - 6/30/2026

Wage Rate per Hour: $21.36
Supplemental Benefit Rate per Hour: $17.97

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 69% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.41

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 85% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $24.85

(Cement Concrete Workers District Council)

CEMENT MASON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cement Mason (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $23.77
Supplemental Benefit Rate per Hour: $14.86

Cement Mason (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.74
Supplemental Benefit Rate per Hour: $15.16

Cement Mason (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.27
Supplemental Benefit Rate per Hour: $15.27

(Local #780)

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DERRICKPERSON & RIGGER (STONE)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 50% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.56
Supplemental Benefit Rate per Hour: $31.18

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $42.78
Supplemental Benefit Rate per Hour: $46.94

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $48.89
Supplemental Benefit Rate per Hour: $46.94

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 90% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $55.00
Supplemental Benefit Rate per Hour: $46.94

(Local #197)

DOCKBUILDER/PILE DRIVER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $27.98
Supplemental Benefit Rate Per Hour: $38.89

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $33.58
Supplemental Benefit Rate Per Hour: $38.89

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $41.96
Supplemental Benefit Rate Per Hour: $38.89

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $50.35
Supplemental Benefit Rate Per Hour: $38.89

(Carpenters District Council)

ELECTRICIAN

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician 1st year

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Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $18.50
Supplemental Benefit Rate per Hour: $18.94
Overtime Supplemental Rate Per Hour: $20.17

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $19.84
Overtime Supplemental Rate Per Hour: $21.11

Electrician 2nd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $20.50
Supplemental Benefit Rate per Hour: $19.99
Overtime Supplemental Rate Per Hour: $21.35

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $20.88
Overtime Supplemental Rate Per Hour: $22.29

Electrician 3rd Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $22.50
Supplemental Benefit Rate per Hour: $21.04
Overtime Supplemental Rate Per Hour: $22.53

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $21.93
Overtime Supplemental Rate Per Hour: $23.48

Electrician 4th Year

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $25.50
Supplemental Benefit Rate per Hour: $22.61
Overtime Supplemental Rate Per Hour: $24.30

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $26.25
Supplemental Benefit Rate per Hour: $23.50
Overtime Supplemental Rate Per Hour: $25.25

Electrician 5th Term (0-12 Months)

MIJ 1

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.29
Overtime Supplemental Rate Per Hour: $28.02

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.79
Overtime Supplemental Rate Per Hour: $28.52

Electrician 5th Term (13-18 Months)

MIJ 2

Effective Period: 7/1/2025 - 4/15/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $29.51
Overtime Supplemental Rate Per Hour: $31.63

Effective Period: 4/16/2026 - 6/30/2026
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.01
Overtime Supplemental Rate Per Hour: $32.13

Overtime Description
Overtime Wage paid at time and one half the regular rate

(Local #3)

ELEVATOR CONSTRUCTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator (Constructor) - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $35.48

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $35.73
Supplemental Benefit Rate per Hour: $35.48

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Elevator (Constructor) - Second Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $36.16

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $45.80
Supplemental Benefit Rate per Hour: $36.16

Elevator (Constructor) - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $37.53

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $54.13
Supplemental Benefit Rate per Hour: $37.53

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $38.90

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $62.45
Supplemental Benefit Rate per Hour: $38.90

(Local #1)

ELEVATOR REPAIR & MAINTENANCE

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 50% of Journeyperson's rate

Supplemental Benefit Per Hour: $35.45

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $35.73
Supplemental Benefit Rate per Hour: $35.45

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Benefit Per Hour: $36.13

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $36.05
Supplemental Benefit Rate per Hour: $36.13

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Benefit Per Hour: $37.50

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $42.60
Supplemental Benefit Rate per Hour: $37.50

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Per Hour: $38.86

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $49.16
Supplemental Benefit Rate per Hour: $38.86

(Local #1)

ENGINEER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

MG-40550-117MA_WT_20260226150l_LAN

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.68
Supplemental Benefit Rate per Hour: $35.26

Engineer - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.85
Supplemental Benefit Rate per Hour: $35.26

Engineer - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $39.44
Supplemental Benefit Rate per Hour: $35.26

Engineer - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $43.02
Supplemental Benefit Rate per Hour: $35.26

(Local #15)

ENGINEER - OPERATING

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $28.40

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $38.33
Supplemental Benefit Rate per Hour: $28.40

Operating Engineer - Second Year

Effective Period: 7/1/2025 - 1/18/2026

Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $28.40

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $47.92
Supplemental Benefit Rate per Hour: $28.40

Operating Engineer - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate
Supplemental Benefit Per Hour: $28.40

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $57.50
Supplemental Benefit Rate per Hour: $28.40

(Local #14)

FLOOR COVERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.54
Supplemental Benefit Rate per Hour: $18.04

Floor Coverer (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.60
Supplemental Benefit Rate per Hour: $19.69

Floor Coverer (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.05
Supplemental Benefit Rate per Hour: $23.49

Floor Coverer (Fourth Year)

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Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $42.40
Supplemental Benefit Rate per Hour: $25.49

(Carpenters District Council)

GLAZIER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $22.35
Supplemental Benefit Rate per Hour: $19.70

Glazier (Second Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $24.25
Supplemental Benefit Rate per Hour: $34.73

Glazier (Third Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $31.79
Supplemental Benefit Rate per Hour: $43.49

Glazier (Fourth Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $39.22
Supplemental Benefit Rate per Hour: $48.85

(Local #1281)

HAZARDOUS MATERIAL HANDLER

(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $20.76
Supplemental Benefit Rate per Hour: $17.04

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $20.80
Supplemental Benefit Rate per Hour: $19.00

Handler (Second 1000 Hours)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $21.76
Supplemental Benefit Rate per Hour: $17.04

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $21.85
Supplemental Benefit Rate per Hour: $19.00

Handler (Third 1000 Hours)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $24.76
Supplemental Benefit Rate per Hour: $17.04

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $24.92
Supplemental Benefit Rate per Hour: $19.00

Handler (Fourth 1000 Hours)

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Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $26.76
Supplemental Benefit Rate per Hour: $17.04

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $27.08
Supplemental Benefit Rate per Hour: $19.00

(Local #78)

HEAT & FROST INSULATOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Heat & Frost Insulator (First Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 45% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $32.28
Supplemental Benefit Rate per Hour: $16.58

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $39.44
Supplemental Benefit Rate per Hour: $20.25

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $46.62
Supplemental Benefit Rate per Hour: $23.94

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $53.79
Supplemental Benefit Rate per Hour: $27.62

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $12.12

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $22.27
Supplemental Benefit Rate per Hour: $12.22

House Wrecker - Second Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $12.12

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $12.22

House Wrecker - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $12.12

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $25.52

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Supplemental Benefit Rate per Hour: $12.22

House Wrecker - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $12.12

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $28.02
Supplemental Benefit Rate per Hour: $12.22

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Iron Worker (Ornamental) - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $25.98
Supplemental Benefit Rate per Hour: $15.99

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $26.40
Supplemental Benefit Rate per Hour: $15.99

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $28.45
Supplemental Benefit Rate per Hour: $17.99

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $28.92
Supplemental Benefit Rate per Hour: $17.99

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $30.80

Supplemental Benefit Rate per Hour: $18.99

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $31.30
Supplemental Benefit Rate per Hour: $18.99

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $34.39
Supplemental Benefit Rate per Hour: $20.99

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $34.95
Supplemental Benefit Rate per Hour: $20.99

(Local #580)

IRON WORKER - STRUCTURAL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Iron Worker (Structural) - 1st Six Months

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $30.61
Supplemental Benefit Rate per Hour: $63.80

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.74
Supplemental Benefit Rate per Hour: $64.94

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $31.21
Supplemental Benefit Rate per Hour: $63.80

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $31.34
Supplemental Benefit Rate per Hour: $64.94

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Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $31.82
Supplemental Benefit Rate per Hour: $63.80

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $31.95
Supplemental Benefit Rate per Hour: $64.94

(Local #40 and #361)

LABORER - HEAVY & HIGHWAY

(Ratio Apprentice to Journeyperson: 1 to 1, 1 to 3)

Laborer - Heavy & Highway - First 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.80
Supplemental Benefit Rate per Hour: $55.73

Laborer - Heavy & Highway - Second 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.36
Supplemental Benefit Rate per Hour: $55.73

Laborer - Heavy & Highway - Third 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $34.20
Supplemental Benefit Rate per Hour: $55.73

Laborer - Heavy & Highway - Fourth 1000 hours

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $41.04
Supplemental Benefit Rate per Hour: $55.73

(Local #731)

LABORER - PAVER & ROADBUILDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - First Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.21
Supplemental Benefit Rate per Hour: $27.82

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.85
Supplemental Benefit Rate per Hour: $27.82

(Local#1010)

LABORER - PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Paver and Roadbuilder - Line Striping (Roadway) - First Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $31.36
Supplemental Benefit Rate per Hour: $19.27

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $32.21
Supplemental Benefit Rate per Hour: $21.27

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Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $19.27

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $33.85
Supplemental Benefit Rate per Hour: $21.27

(Local #1010)

MARBLE MECHANICS

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - 0-3000 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $25.39
Supplemental Benefit Rate per Hour: $30.18
NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - 3001-3750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $38.07
Supplemental Benefit Rate per Hour: $34.03

Cutters & Setters - 3751-4500 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $41.24

Supplemental Benefit Rate per Hour: $34.99

Cutters & Setters - 4501-5250 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $44.41
Supplemental Benefit Rate per Hour: $35.96

Cutters & Setters - 5251-6000 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $47.58
Supplemental Benefit Rate per Hour: $36.92

Cutters & Setters - 6001-7500 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $49.48
Supplemental Benefit Rate per Hour: $44.08

Polishers & Finishers - First 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
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: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 55% of Journeyperson's rate

Polishers & Finishers - Third 750 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 65% of Journeyperson's rate

Polishers & Finishers - Fourth 750 Hours

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Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

Polishers & Finishers Last 700 Hours

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

(Local #7)

MASON TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $22.27
Supplemental Benefit Rate per Hour: $11.72

Mason Tender - Second Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $11.72

Mason Tender - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $25.52

Supplemental Benefit Rate per Hour: $11.72

Mason Tender - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $28.02
Supplemental Benefit Rate per Hour: $11.72

(Local #79)

MASON TENDER (INTERIOR DEMOLITION WORKER)

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender (Interior Demolition) - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $11.27

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $11.27

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $11.27

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $11.27

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(Local #79)

METALLIC LATHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.55
Supplemental Benefit Rate per Hour: $17.87

Metallic Lather (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $17.92

Metallic Lather (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $16.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.00
Supplemental Benefit Rate per Hour: $16.92

(Local #46)

MILLWRIGHT

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Millwright (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $32.74
Supplemental Benefit Rate per Hour: $38.29

Millwright (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.39
Supplemental Benefit Rate per Hour: $41.99

Millwright (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.04
Supplemental Benefit Rate per Hour: $46.34

Millwright (Fourth Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $55.34
Supplemental Benefit Rate per Hour: $53.10

(Local #740)

PAINTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $17.90
Supplemental Benefit Rate per Hour: $19.64

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.38

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Supplemental Benefit Rate per Hour: $25.19

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $26.85
Supplemental Benefit Rate per Hour: $29.72

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.80
Supplemental Benefit Rate per Hour: $38.54

(District Council of Painters)

PAINTER - BRIDGE & STRUCTURAL STEEL

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Bridge & Structural Steel (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Painter - Bridge & Structural Steel (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Painter - Bridge & Structural Steel (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

(Local #806)

PAINTER - METAL POLISHER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $20.17
Supplemental Benefit Rate per Hour: $8.91
New Construction - Wage Rate Per Hour: $20.56
Scaffold Over 34 Feet - Wage Rate Per Hour: $22.67

Metal Polisher (Second Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.18
Supplemental Benefit Rate per Hour: $8.91
New Construction - Wage Rate Per Hour: $22.62
Scaffold Over 34 Feet - Wage Rate Per Hour: $24.68

Metal Polisher (Third Year)

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.20
Supplemental Benefit Rate per Hour: $8.91
New Construction - Wage Rate Per Hour: $24.74
Scaffold Over 34 Feet - Wage Rate Per Hour: $26.70

(Local 8A-28)

PLASTERER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)
(Each Term is 800 Hours.)

Plasterer - First Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $17.48

Plasterer - Second Term

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Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $18.63

Plasterer - Third Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $20.93

Plasterer - Fourth Term

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $22.10

(Local #262)

PLASTERER - TENDER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $21.75
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $22.27
Supplemental Benefit Rate per Hour: $11.72

Plasterer Tender - Second Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $23.50
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $11.72

Plasterer Tender - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $25.52
Supplemental Benefit Rate per Hour: $11.72

Plasterer Tender - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $11.62

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $28.02
Supplemental Benefit Rate per Hour: $11.72

(Local #79)

PLUMBER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plumber - First Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $19.00
Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $30.90

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Supplemental Benefit Rate per Hour: $23.81

Plumber - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.00
Supplemental Benefit Rate per Hour: $23.81

Plumber - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $35.85
Supplemental Benefit Rate per Hour: $23.81

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $37.25
Supplemental Benefit Rate per Hour: $23.81

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $49.32
Supplemental Benefit Rate per Hour: $23.81

(Plumbers Local #1)

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER

(Exterior Building Renovation)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $33.58
Supplemental Benefit Rate per Hour: $15.65

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.04
Supplemental Benefit Rate per Hour: $21.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $44.19
Supplemental Benefit Rate per Hour: $24.75

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $53.10
Supplemental Benefit Rate per Hour: $25.75

(Bricklayer District Council)

ROOFER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Roofer - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 38% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $7.86

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $19.10
Supplemental Benefit Rate per Hour: $7.86

Roofer - Second Year

Effective Period: 7/1/2025 - 1/6/2026
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $18.16

Effective Period: 1/7/2026 - 6/30/2026
Wage Rate per Hour: $22.61

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Supplemental Benefit Rate per Hour: $18.16

Roofer - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $20.10

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $25.13
Supplemental Benefit Rate per Hour: $20.10

Roofer - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $23.98

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.15
Supplemental Benefit Rate per Hour: $23.98

Roofer - Fifth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Benefit Rate Per Hour: $29.82

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $37.69
Supplemental Benefit Rate per Hour: $29.82

(Local #8)

SHEET METAL WORKER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $18.97
Supplemental Benefit Rate per Hour: $8.09

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $19.32
Supplemental Benefit Rate per Hour: $8.13

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $18.97
Supplemental Benefit Rate per Hour: $22.10

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $19.49
Supplemental Benefit Rate per Hour: $22.12

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $24.45
Supplemental Benefit Rate per Hour: $29.88

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $25.12
Supplemental Benefit Rate per Hour: $29.90

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $29.95
Supplemental Benefit Rate per Hour: $35.37

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.76
Supplemental Benefit Rate per Hour: $35.39

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $29.95
Supplemental Benefit Rate per Hour: $35.37

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.76
Supplemental Benefit Rate per Hour: $35.39

Sheet Metal Worker (43-48 Months)

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Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $38.19
Supplemental Benefit Rate per Hour: $43.64

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $39.23
Supplemental Benefit Rate per Hour: $43.66

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $38.19
Supplemental Benefit Rate per Hour: $43.64

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $39.23
Supplemental Benefit Rate per Hour: $43.66

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $43.66
Supplemental Benefit Rate per Hour: $49.16

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $44.84
Supplemental Benefit Rate per Hour: $49.18

(Local #28)

SIGN ERECTOR

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 35% of Journeyperson's rate
Supplemental Rate Per Hour: $17.84

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 40% of Journeyperson's rate
Supplemental Rate Per Hour: $20.25

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 45% of Journeyperson's rate
Supplemental Rate Per Hour: $22.66

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 50% of Journeyperson's rate
Supplemental Rate Per Hour: $25.09

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 55% of Journeyperson's rate
Supplemental Rate Per Hour: $33.83

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 60% of Journeyperson's rate
Supplemental Rate Per Hour: $36.81

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 65% of Journeyperson's rate
Supplemental Rate Per Hour: $40.63

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 70% of Journeyperson's rate
Supplemental Rate Per Hour: $43.70

Sign Erector - Fifth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: 75% of Journeyperson's rate
Supplemental Rate Per Hour: $46.76

Sign Erector - Sixth Year

Effective Period: 7/1/2025 - 6/30/2026

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Wage Rate Per Hour: 80% of Journeyperson's rate
Supplemental Rate Per Hour: $49.80

(Local #137)

STEAMFITTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate and Supplemental Per Hour: 40% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $24.72
Supplemental Benefit Rate per Hour: $25.80

Steamfitter - Second Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate and Supplemental Rate Per Hour: 50% of Journeyperson's rate.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $30.90
Supplemental Benefit Rate per Hour: $32.07

Steamfitter - Third Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate and Supplemental Rate per Hour: 60% of Journeyperson's rate.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $37.08
Supplemental Benefit Rate per Hour: $38.33

Steamfitter - Fourth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate and Supplemental Rate Per Hour: 70% of Journeyperson's rate.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $43.26

Supplemental Benefit Rate per Hour: $44.60

Steamfitter - Fifth Year

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate and Supplemental Rate Per Hour: 80% of Journeyperson's rate.

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $49.44
Supplemental Benefit Rate per Hour: $50.86

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $22.31
Supplemental Benefit Rate per Hour: $14.47

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $23.15
Supplemental Benefit Rate per Hour: $15.07

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $26.94
Supplemental Benefit Rate per Hour: $15.91

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $27.96
Supplemental Benefit Rate per Hour: $16.59

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $31.38
Supplemental Benefit Rate per Hour: $17.41

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Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $32.57
Supplemental Benefit Rate per Hour: $18.17

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $37.90
Supplemental Benefit Rate per Hour: $19.44

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $39.34
Supplemental Benefit Rate per Hour: $20.31

(Local #638-B)

STONE MASON - SETTER

(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 40% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $23.41
Supplemental Benefit Rate per Hour: $23.93

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 50% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $29.26
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $34.85
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $40.44
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $46.04
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $51.63
Supplemental Benefit Rate per Hour: $32.93

(Bricklayers District Council)

TAPER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Drywall Taper - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $22.51
Supplemental Benefit Rate per Hour: $14.65

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Drywall Taper - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $24.24
Supplemental Benefit Rate per Hour: $25.28

Drywall Taper - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $29.08
Supplemental Benefit Rate per Hour: $27.41

Drywall Taper - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate per Hour: $38.78
Supplemental Benefit Rate per Hour: $31.66

(Local #1974)

TILE LAYER - SETTER

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $22.34
Supplemental Benefit Rate per Hour: $13.40

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $22.70
Supplemental Benefit Rate per Hour: $13.40

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $27.46
Supplemental Benefit Rate per Hour: $13.40

Effective Period: 1/19/2026 - 6/30/2026

Wage Rate per Hour: **$27.86**
Supplemental Benefit Rate per Hour: **$13.40**

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$34.56**
Supplemental Benefit Rate per Hour: **$16.51**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$35.07**
Supplemental Benefit Rate per Hour: **$16.51**

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$39.66**
Supplemental Benefit Rate per Hour: **$16.51**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$40.22**
Supplemental Benefit Rate per Hour: **$16.51**

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$43.35**
Supplemental Benefit Rate per Hour: **$17.93**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$43.96**
Supplemental Benefit Rate per Hour: **$17.93**

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$46.96**
Supplemental Benefit Rate per Hour: **$19.43**

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: **$47.61**
Supplemental Benefit Rate per Hour: **$19.43**

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: **$50.69**

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Supplemental Benefit Rate per Hour: $20.81

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $51.39
Supplemental Benefit Rate per Hour: $20.81

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $55.79
Supplemental Benefit Rate per Hour: $20.81

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $56.55
Supplemental Benefit Rate per Hour: $20.81

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2025 - 1/18/2026
Wage Rate per Hour: $58.36
Supplemental Benefit Rate per Hour: $23.36

Effective Period: 1/19/2026 - 6/30/2026
Wage Rate per Hour: $59.16
Supplemental Benefit Rate per Hour: $23.36

(Local #7)

TIMBERPERSON

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $25.96
Supplemental Rate Per Hour: $38.69

Timberperson - Second Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $31.07
Supplemental Rate Per Hour: $38.69

Timberperson - Third Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $38.72
Supplemental Rate Per Hour: $38.69

Timberperson - Fourth Year

Effective Period: 7/1/2025 - 6/30/2026
Wage Rate Per Hour: $46.38
Supplemental Rate Per Hour: $38.69

(Local #1536)

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SECTION A

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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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.

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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.

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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

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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.

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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

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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.

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

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

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

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

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

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

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

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

11.4 Compensable Delays

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

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

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

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

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

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

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

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

11.4.1.7 Delays not contemplated by the parties;

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

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

11.7.1.4 Additional insurance and bond costs;

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

11.7.1.6 Labor escalation costs based on actual costs;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

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

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

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

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CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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

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retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

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

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

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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

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provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **Commissione**r prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5 The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4 Operations of the **Contractor**:

22.4.1 The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the **Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2 The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3 In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4 In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5 Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6 In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5 **Subcontractor** Insurance: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6 Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7 Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or

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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.

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

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

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

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable)**,** as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6 Necessary fees charged by governmental entities; plus

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26.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

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

26.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work,** the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with

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

ARTICLE 27. RESOLUTION OF DISPUTES

27.1 All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 Presentation of Disputes to **Commissioner**.

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

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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**,

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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,

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and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

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

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

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

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

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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

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35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

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

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

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

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

iii. closure of such employee's place of business by order of a public official due to a public health emergency; or

iv. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

35.5.3(e) an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;

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35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

35.5.3(g) an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

35.5.6 Records. An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous Polices and Other Legal Requirements. Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract,

collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of $1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** ant located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022- NYS-Employment-Prospects.xls). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information

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reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **ContrSact** and this Article 35.6 (l) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars ($2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars ($500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this Contract), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty ($50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**; and

36.1.4 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5 This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2 The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1 It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2 It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3 Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4 Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon

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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.

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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

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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**.

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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.

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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**.

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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

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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.

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52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

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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

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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.

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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

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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.

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ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

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69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

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transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

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

PERFORMANCE BOND

KNOWN ALL PEOPLE 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

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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

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

NEW YORK CITY PERFORMANCE BOND $5 MILLION OR LESS (SBA APPROVED)

_____ day of _____, 20_____

_____ (L.S.)
(Seal) Principal

By _____

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

(Seal) _____
Surety

By _____

Bond Premium Rate _____.

Bond Premium Cost _____.

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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.

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

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.

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ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

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.

Affix Acknowledgments and justification of Sureties

PERFORMANCE BOND

KNOW ALL PEOPLE 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

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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.

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.

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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 signed his 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.

Affix Acknowledgments and justification of Sureties

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PAYMENT BOND (Pg.1)

KNOW ALL MEN 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 of any such Subcontractors, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site 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 construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors 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 null and void; otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialman or laborer having a just claim, as well as the City itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or

otherwise, obtained against either or both of them by 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 (2) years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond 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 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.

PAYMENT BOND (Pg.4)

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: _____

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 member of counterparts of the bond corresponding to the number of counterparts of the Contract.

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PAYMENT BOND (Pg.5)

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 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 _____,20____

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

PAYMENT BOND (Pg.6)

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of_____ County of _____SS.:

On this _____day of _____, 20____ before me

personally appeared _____ known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____
Notary Public

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) a duly certified copy of latest published financial statement of assets and liabilities of Surety.

****

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

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GENERAL CONDITIONS

SECTION B – MATERIALS AND METHODS OF CONSTRUCTION

ARTICLE 1. GENERAL REQUIREMENTS

All materials proposed to be used in construction shall have due examination and be subjected to the required tests before acceptance. Those which are to be tested by the Laboratory shall have samples taken and submitted in accordance with the Engineer's instructions. Samples are to be taken of all sand, gravel, stone, cement, concrete, bars, steel fabric, bituminous material or other materials used in construction when the Engineer in charge has not been notified that such samples have already been taken. Such materials shall be tested by the Laboratory and no materials of which laboratory tests are required shall be used, unless otherwise directed, until the Engineer has received written notification of acceptance, and then only so long as its quality remains equal to that of the accepted sample. The Contractor shall furnish all samples, shall bear all expense in connection with their sampling and transportation, and shall furnish all facilities and labor required in connection with their testing.

The acceptance at any time of any materials shall not be a bar to its' future rejection if subsequently found to be defective or inferior in quality or uniformity to the material specified. Contractors shall furnish to companies from whom they purchase materials, which are inspected at manufacturing plants, the contract number and destination for each shipment of material so ordered. If any part of the contract is sublet, the sub-contractor shall also conform to the foregoing requirements.

Any materials which have been plant inspected and accepted by the Engineer shall not be shipped to other work under another Contract unless so authorized by the Engineer.

Materials which have been rejected based upon the results of Laboratory tests will not be resampled or retested except as provided for in the Specifications for any particular material, unless otherwise directed by the Engineer.

Weight shall be used in all cases for percentage determination on all solid material.

Any material may be rejected if, in the opinion of the Engineer, service records indicated that it is unsound or otherwise unsatisfactory.

The results obtained in the test of any materials for concrete may be compared with the records of similar materials in actual service and when such service record is unsatisfactory, as determined by the Engineer, the use of the material will not be allowed even though the tests are satisfactory.

ARTICLE 2. AGGREGATES

The term "aggregate" shall mean inert material which is mixed with cement and water to produce concrete, consisting in general of sand, pebbles, gravel, cinders, crushed stones, blast furnace slag, burnt shale or clay, or similar materials.

Concrete aggregates shall conform to "Standard Specification for Concrete Aggregates," A.S.T.M. C33, or to "Standard Specification for Lightweight Aggregates for Structural Concrete," of A.S.T.M. C330; lightweight aggregate shall be approved by the Board of Standards and Appeals. The size of the aggregate shall be at most one-fifth of the narrowest dimension between forms of the member for which the concrete is to be used, three-fourths of the minimum clear spacing between reinforcing bars.

All sources of aggregate shall be thoroughly stripped of all inferior and objectionable material before operations are started and shall be kept stripped far enough from the working face to insure against undesirable material becoming mixed with output.

Aggregate stock piles shall be located at points approved by the Engineer and so arranged that the fine and coarse aggregates or coarse aggregates separated by the specification requirements do not become mixed. The Contractor shall provide either approved platforms or prepared bases satisfactory to the Engineer; or at least 6 inches of the base stock pile material shall be left undisturbed until the completion of the pavement and structures. Materials from different sources of supply shall not be stored in the same stock pile unless approved by the Engineer.

Aggregates shall be delivered to the mixer in the batch boxes or trucks with the compartments of sufficient capacity to carry individual batches so there will be no loss or overrun of concrete materials either during transit or during the operation of dumping batches at the mixer. Truck bodies or batch boxes used to transport cement shall be equipped with waterproof tarpaulins for protection against rain and wind. Railroad cars, barges, etc., used for the transportation of materials shall be clear when any materials are deposited therein.

If undesirable material is furnished from acceptable sources of supply through faulty operation or any other cause whatsoever, all material from the source of supply may be rejected by the Engineer.

Representative samples of both fine and coarse aggregate shall be taken and sent by the representative of the Engineer to the Laboratory unless materials from the same source of supply

have been tested and approved during the year preceding the award of the Contract except that local stone need not be resampled if the supply has not been worked and the test is not more than three years old; and except that local sand and gravel need not be resampled if the supply has not been worked and the test is not more than two years old.

If, after approval, the character of the material changes it shall be subjected to further test for approval or rejection.

If, after trial, it is found that partly developed quarries, ledges, pits, banks or other sources of supply do not furnish a uniform product, or if for any reason, the product from any source, at any time, proves to be unsatisfactory to the Engineer, said Engineer may require the Contractor to furnish acceptable material from other sources of supply, and the Contractor shall have no claim for increased payment on account of such requirements.

Whenever any specifications or methods of test are stipulated in these Specifications the same shall mean that specification or method of test given by the serial designation mentioned or the bulletin referred to.

When a sieve number is mentioned in these Specifications the same is to comply with the Tyler Standard Screen Scale Sieves as to size of sieve opening.

ARTICLE 3. PORTLAND CEMENT

All Portland Cement shall be sampled at the mill by a representative of the Engineer.

Portland Cement shall be tested according to approved methods of tests and shall conform to "Standard Specifications for Portland Cement" of A.S.T.M. Designation C 150, where not otherwise modified by these specifications and except that test samples for cement taken from cars, bins or warehouses shall represent amounts to be determined by the Laboratory. Samples of each lot shall be required to show practically uniform results in tests; marked deviation from such results may be considered cause for rejection, even though test requirements may be otherwise fulfilled.

Compound percentages shall be computed to the nearest one-tenth of one per cent and reported to the nearest one percent.

Cement may be accepted on the results of the seven-day tests provided these tests are satisfactory. Cement not satisfactory in the seven-day tests may be held awaiting the results of twenty-eight day tests before acceptance or rejection. The Engineer, however, reserves the right to reject any cement that fails to meet

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the requirements of the twenty-eight-day tests, even though it had been previously accepted on the seven-day tests. The cement shall be delivered in suitable bags of an approved type with the brand and the name of the manufacturer plainly marked thereon. A bag shall contain 94 pounds net. A barrel shall contain 376 pounds net. One bag of cement shall be considered as containing 1 cubic foot.

Bulk cement may be used providing it is batched by an approved weighing device meeting the following requirements:

The weighing hopper and scale entirely encased and arrangement made for locking.

The discharge chute shall be so arranged that cement will not lodge therein and so that there will be no loss of cement.

The hopper inlet mechanism shall be interlocked against opening when the discharge gate is open.

The hopper discharge mechanism shall be inter-locked against opening until the full batch is in the hopper scales, balanced against opening while hopper is being filled, against closing until hopper is entirely discharged and scales back is balance, and against opening if batch in hopper is either over or under weight by more than one per cent of the amount specified.

The weighing hopper discharge gate shall be operated by electrical mechanism. The weighing hopper discharge chute shall be suspended from the encasement and not from the weighing hopper.

Shipment or transportation of cement in cloth bags will not be permitted.

Provision shall be made by the Contractor for storing cement, in a dry place and in such a manner as to permit easy access for proper inspection and identification of each shipment. The use of cement of a temperature in excess of 140°F will not be permitted.

All cement stored over winter by the Contractor shall not be used until retested by the Laboratory. All accepted cement held in storage more than six months at mills, plants, storage sheds, etc., shall be resampled and retested before use. However, accepted cement which has been in storage more than one (1) year from the time of original sampling shall not be used.

Cement failing to meet the requirements of the Specifications shall be neither resampled nor retested, except as provided for in the Standard Specifications of the American Society for Testing Materials.

ARTICLE 4. FINE AGGREGATE FOR CONCRETE

Fine aggregate shall consist of sand, ore or garnet tailings, stone screenings (except limestone screenings) or a mixture of these, which shall conform to the following requirements and sieve analysis when dry.

Fine aggregate for concrete shall consist of grains or particles of hard and durable rocks, the surfaces of which are not coated with any injurious material. Any fine aggregate may be rejected if, in the opinion of the Engineer, it contains sufficient deleterious or unsound material to be harmful.

Natural or concrete sand shall be so graded that, when dry, 100 per cent shall pass 1/4-inch sieve, 90 to 100 per cent shall pass a No. 4 sieve; 50 to 85 per cent shall pass a No. 16 sieve; 10 to 30 per cent shall pass a No. 50 sieve, and 2 to 10 per cent shall pass a No. 100 sieve.

Stone screenings, ore or garnet tailings shall be so graded that when dry, 100 per cent shall pass a 1/4 -inch sieve; 90 to 100 per cent shall pass a No. 4 sieve; 55 to 85 per cent shall pass a No. 16 sieve; 15 to 30 per cent shall pass a No. 50 sieve, and not more than 10 percent shall pass a No. 100 sieve. When subjected to ten (10) alternations of the sodium sulphate solution and soundness test, it shall lose not more than ten (10) per cent by weight.

All natural sand shall be thoroughly washed before using. All washed fine aggregate shall be stored in stock piles for a period of at least twelve (12) hours before batching. No new aggregate shall be added to any stock pile while materials from that pile are being batched.

Fine aggregate shall be rejected if it contains more than two (2%) per cent by weight of four (4%) per cent by volume of loam and slit.

Fine aggregate shall be tested for Mortar-Making properties as described in the standard method of test for Measuring Mortar-Making Properties of Fine Aggregate, A.A.S.H.O. Designation T71.

Fine aggregate for masonry mortar shall consist of natural sand or manufactured sand and shall meet the requirements of the Standard Specification for Aggregate for Masonry Mortar of A.S.T.M. Designation C144.

Samples tested during the progress of the work may be accepted on the basis of the seven-day test. The Engineer, however, reserves the right to rescind such acceptance if mortar fails on the 28-day test.

All proportioning tables for fine aggregate have been increased by three (3) per cent to take care of average moisture conditions.

ARTICLE 5. MORTAR SAND

The requirements for Fine Aggregate for Concrete shall apply except as herein modified. When dry, 100 percent shall pass a No. 4 sieve, 95-100 per cent shall pass a No. 8 sieve, 10-35 per cent a No. 50 sieve and 2-15 per cent a No. 100 sieve. Sand shall be rejected if it contains more than 2% by weight or 4% by volume of loam and slit.

ARTICLE 6. GROUT SAND

Grout sand shall consists of clean, hard, durable, uncoated stone particles free from lumps of clay and all deleterious substances.

Grout sand shall be of such a size that when dry 100 per cent shall pass a No. 16 sieve and 0-10 per cent by weight shall pass a No. 100 sieve.

Sand may be rejected for this class if it contains more than 6 per cent by volume of loam and slit. When the sand is mixed with Portland Cement in the proportions of 1 part of cement to 3 parts of sand, the resulting mortar shall have a compressive strength of at least 60 per cent of that developed in the same time by a mortar of the same proportion and consistency made of the same cement and standard Ottawa sand.

ARTICLE 7. CUSHION SAND

Cushion sand shall consist of clean, hard, durable, uncoated stone particles free from lumps of clay and all deleterious substances.

Cushion sand shall be so graded that when dry, 100 per cent shall pass a one quarter (1/4) inch square opening sieve; and 0- 35 per cent by weight shall pass a No. 50 sieve, and 0- 10 per cent by weight shall pass a No. 100 sieve.

Sand may be rejected for this category if it contains more than ten (10) per cent by weight of loam and slit.

ARTICLE 8. COARSE AGGREGATE

Coarse aggregate shall consist of well graded, uniformly mixed broken stone, crushed gravel, screened gravel, or broken slag, and shall meet the requirements given for these materials. Broken slag or screened gravel shall not be used as coarse aggregate in any item unless it is so noted on the plans or in the itemized

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proposal. The coarse aggregate for concrete in reinforced concrete piles and in slabs, curbs, beams, steel encasement, arches, roadway pavement and frames shall be broken stone. The Contractor may use either gravel or broken stone for other concrete.

If deliveries of coarse aggregate show segregation of sizes, material shall be deposited in stock piles and mixed before using.

Coarse aggregate shall be graded within the ranges shown to produce maximum density. Coarse aggregate coated with or containing mud, clay, dirt, stone dust, quicksand, or other objectionable material, shall be washed to the satisfaction of the Engineer. Run of bank gravel, a.k.a. “Bank run” shall not be permitted for concrete aggregate.

Coarse aggregate for concrete in which the maximum size aggregate is limited to No. 2 size shall consist of a mixture of No. 1 and No. 2 size particles, providing that no more than 50 percent or less than 30 percent shall be of No. 1 size and not more than 70 percent or less than 50 percent shall be of No. 2 size.

Stone or crushed gravel coarse aggregate for other concrete shall consist of a mixture of No. 1, No. 2 and No. 3- a size particles, 50 to 60 percent of which shall be of No. 3-a size, 40 to 50 percent of which shall be combined No. 1 and No. 2 sizes at least 40 percent of these combined No.1 and No. 2 sizes shall be of No.1 size particles. The combined No. 1 and No. 2 sizes shall be stored and batched separately except that separate delivery and stocking of the coarse aggregate will not be necessary where weight batching is not required.

Where stone is produced locally the crusher bins shall be so arranged that the No.1 and No.2 size particles are collected in the same bin.

Gravel coarse aggregate for other concrete shall consist of a mixture of No.1, No.2 and No.3 size particles, not more than 40 percent of which shall be of No.3 size, 60 to 100 percent of which shall be of No.3 size, 60 to 100 percent of which shall be combined No.1 and No.2 sizes of which not less than 40 percent nor more than 50 percent of these combined No.1 and No.2 sizes shall be of No.1 size particles. The combined No.1 and No.2 sizes shall be stored and batched separately except that separate delivery and stocking of the coarse aggregate will not be necessary where weight batching is not required.

When broken slag coarse aggregate is permitted, it shall meet the gradation requirements for coarse aggregate in which the maximum size is limited to 1 inch; and in items requiring weight batching it shall be adjusted in the field at the direction of the Engineer.

For slabs and structural concrete not exceeding one foot in thickness, for concrete deposited under water, and for concrete in pipe piles or concrete piles, the aggregate shall be limited to no larger than No.2 size.

The sizes of all stone, gravel, slag, etc., furnished locally or commercially and used under these Specifications shall be determined by its passing over the minimum and through the maximum square apertures for the various sizes tabulated as follows:

SIZES, OF STONE, GRAVEL AND SLAG

Percentage by Weight Passing the Following Square Openings (Sieve)

Sizes	4"	3-1/4"	2-1/4"	1-7/8"	1"	½"	1/4"	1/8"	No. 80
Screenings						100	90-100		
IB							100	90-100	0-15
IA						100	90-100	0-15	
I					100	90-100	0-15		
2				100	90-100	0-15			
3A			100	90-100	0-15				
3		100	90-100		0-15				

Sizes	4"	3-1/4"	2-1/4"	1-7/8"	1"	½"	1/4"	1/8"	No. 80
4	100	90-100	0-15						
5	90-100	0-15							

*Screenings shall include all of the fine material passing a one quarter (1/4") inch screen.

If at any time during the progress of the work the sizes of the stone furnished prove unsatisfactory due to stone "carrying by", fracturing under the roller, etc., the Contractor shall vary the sizes of the screen apertures as directed by the Engineer.

All crushing plants installed on the work shall be fitted with a tailing chute so that no stone will reach the bins other than that which passes through the proper screen.

All stone, gravel or slag must be of the required size when placed in the roadway, and no breaking up of stone, gravel or slag by hammers or otherwise will be permitted after the stone, gravel or slag has been placed in the work.

Stone

The broken stone shall consist of clean, durable, sharp angled fragments of rock (including ore tailings) of uniform quality throughout, free from thin or elongated pieces, soft or disintegrated stone, dirt or other objectionable features. Samples shall be tested for abrasion in accordance Standard Test Methods for "Resistance to Degradation of Small-Size and Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine" of ASTM Designations C131 and C535

When subjected to ten (10) cycles of sodium sulphate solution and soundness test, as hereinafter specified, it shall lose not more than five (5) percent by weight.

Stone for coarse aggregate for concrete, for all top coarse macadam, and for all mixed bituminous pavements, shall have a percentage of wear of not more than five and seven tenths (5-7/10%).

Gravel hardheads retained on a four (4") inch square scalping screen and crushed will be accepted as stone coarse aggregate for all concrete items provided such hardheads shall meet the stone abrasion requirement and provided that the finished product shall meet the gradation requirements for broken stone.

Crushed gravel of No.1A, No.1B, No.1 and No. 2 sizes produced from No.4 and larger size acceptable gravel will be considered as crushed stone for use in all retread, mixed in place and mixing method bituminous pavements.

Crushed Gravel

Acceptable screened gravel which has 75 percent of particles fractured shall be considered as crushed gravel for coarse aggregate for concrete and shall meet the gradation requirements for broken stone.

Gravel

Gravel shall consist of clean, sound, tough, hard stone, free from dirt, foreign matter, organic matter, coating or other deleterious matter and shall be washed if so directed.

Crushed gravel which contains more than 25 percent of unfractured particles shall be considered as screened gravel and shall meet all the requirements therefor. In making the abrasion determination only uncrushed particles shall be used.

Gravel for use in concrete work shall have a percent of wear of not more than 10 as determined by the Deval abrasion test for gravel in accordance with the Standard Specifications of the American Association of State Highway Officials, latest Method.

When subjected to 10 cycles of sodium sulphate solution and soundness test, as described under Materials of Construction, it shall lose not more than 5 percent by weight.

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Slag

Broken slag, if specified for use, shall be hard and durable, composed of angular fragments reasonably uniform in density and quality, reasonably free from thin, elongated or glassy pieces, dirt or other objectionable matter.

Broken slag shall weigh not less than 70 pounds per cubic foot as determined by the Standard Test Method for "Unit Weight and Voids in Aggregate" for Concrete of the American Society for Testing Materials, Serial Designation C 29.

Slag for coarse aggregate for concrete and for all top coarse macadam shall have a percentage of wear of not more than 12 as determined by the Standard Method of Tests for "Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact". American Society for Testing Materials, Serial Designation C 535 using, however, a weight of 4000 gms. of slag, measured loose, broken in pieces as nearly uniform in size as possible, and containing as nearly 50 pieces as possible.

ARTICLE 9. SODIUM TESTS

Soundness of aggregate shall be determined by using American Society of Testing Materials, Serial Designation C-88 latest revision tests for Soundness of aggregate by use of Sodium Sulphate or Magnesium Sulphate.

ARTICLE 10. MAGNESIUM SULPHATE TESTS

The above test A.S.T.M. C-88 shall apply to these tests.

ARTICLE 11. WATER

Water for concrete shall be free from oil, acid, alkali, vegetable matter, organic matter or other deleterious substances.

ARTICLE 12. EXPANSION JOINT MATERIAL

Premoulded Cork Expansion Joint

General: The premoulded cork joint shall be of the dimensions shown on the plans or in the Specifications. A tolerance of 1/8 of an inch in thickness will be permitted. All joints shall be cleanly cut and plainly stamped with the manufacturer's name.

Composition: Cork expansion joints shall be formed from clean cork particles compressed and bound together by a cementing material insoluble on water. The cork particles comprising the joint shall be present in their original state and shall not have been exposed in the process of manufacture to a high temperature.

Weight: The weight of the room dry cork expansion joint, computed on a cubic foot basis, shall not be more than 20 pounds.

Boiling Test: The expansion joint shall withstand boiling for one-half hour in distilled water without showing any indication of disintegration.

Compression Test: A sample of the room dry expansion joint, without encasement and not exceeding 1 inch in thickness, shall be compressed at room temperature at the rate of 0.1 inch per minute to one-half of its original thickness. Upon being reduced to 50 percent of its original thickness the pressure shall be released, following which the sample shall return to not less than

85 percent of its original thickness within one hour. The pressure necessary for compression shall not exceed 350 pounds per square inch. The expansion joint shall show no indication of disintegration after the compression test.

Bituminous Premoulded Fiber Joint

General: The bituminous premoulded joint shall be of the dimensions shown on the plans or in the Specifications and shall be of fibre and bituminous composition of approved quality. A tolerance of 1/16 of an inch thickness will be permitted. The joint shall be of such character that it will not be deformed by ordinary handling during the hot summer months or become hard and brittle in cold weather. Thin strips of stiffener will be allowed. All joints shall be plainly stamped with the name of the manufacturer.

Physical Properties: The joint shall consist of cane or other suitable long fibers of a cellular nature and asphalt. The asphalt in the joint shall have penetration of not more than 120 (77°F.--100g.--5 sec.)

(a) Asphalt content: The asphalt content of the joint shall be between 35 and 50 percent by weight.

(b) Weight: The weight of the joint shall not exceed 40 lbs. per cubic foot.

(c) Absorption: When a specimen 2" x 6" cut from the joint material is immersed in water for 24 hours, it shall absorb not more than 15 per cent for 1 inch thick material, 20 per cent for 3/4 inch thick material, and 25 per cent for ½ inch and less thick material. All percentages are by weight.

(d) Brittleness: The bituminous premoulded joint shall not crack or shatter when subjected to the following tests: The sample to be tested, 2" x 6", is clamped between two boards so that the expansion joint cantilevers 3-1/2", same being held in any suitable support. A cast iron ball weighing 0.95 pound and having a diameter of 1.875 inches suspended by a cord which is tied to an eyelet soldered to the ball. For samples having a thickness of ½" and less, the ball is suspended one foot above the center of the projected portion of the specimen. For samples over ½" in thickness the ball is suspended 2 feet above the specimen. (The ball is released by burning the string above the eyelet.) The test is made on the sample after it has been maintained at a temperature of from 4° to 6°C. for at least 2 hours prior to testing.

(e) Distortion: The sample shall not show a deflection from horizontal of more than 1 inch subjected to the following test: The sample 2"x6" absolutely flat and straight is clamped between two blocks so that the expansion joint cantilevers 3.5 inches. The clamp, with the expansion joint, is then placed in an oven 125°F and left therein for 2 hours.

(f) Deflection: A section of the joint (full size) cantilevered 3 feet shall not deflect more than 3 inches in 30 minutes at a temperature of 77°F.

(g) Extrusion: A section of the joint 6"x 6" confined on three sides when compressed to one- half original thickness by a lead so applied as to produce a compression of 0.10" per minute shall not extrude more than one quarter (1/4") after being compressed for one (1) hour. When compressed as above the material shall not lose more than 2% by weight of the original weight of the sample tested.

The Engineer reserves the right to require samples of any or all materials used in the manufacture of the joint.

Sealing Expansion Joints

Where called for on the plans or directed by the Engineer, expansion joints shall be sealed with expansion joint compound in accordance with the State Department of Transportation Specifications.

Elastic Cement

Elastic cement shall conform to the requirements of Federal Specification SS-C-153.

Caulking Compound for Structures

(a) Material: Caulking compound shall be an approved gray elastic compound complying with the following tests:

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(b) Strain Test: The joint to be tested shall be made between two slabs of limestone eight (8) inches by ten (10) inches by one (1) inch, one of which shall have a hole in the center about (1) inch in diameter. The slabs shall be spaced one-quarter (1/4) inch apart by a strip of metal one- quarter (1/4) inch by one-eighth (1/8) inch in cross section, bent to form a square of six and one- half (6 ½) inches on each side. This spacer is laid concentrically on one slab and the other slab is then placed on top so that the long side of one slab is then placed on top so that the long side of one slab is parallel to the short side of the other. the slabs to be caulked are clamped on the spacer and the caulking compound is forced in at the four edges, giving a joint one-quarter (1/4) inch thick, three -quarters (3/4) inch deep and a perimeter of thirty-two (32) inches around the outer edge of the joint. The specimen shall be cured at room temperature for thirty (30) days, after which the space between the slabs shall be filled with water through the hole in the center of the upper slab. The slabs shall be pulled apart by increments of approximately one-hundredth (.01) inch at ten (10) second intervals. The caulking compound shall stand a strain of at least five-hundredth (.05) inch before water starts to leak through the joint.

(c) Slump Test: A metal groove three-eighths (3/8) inch wide, three quarters (3/4) inch deep and four (4) inches long, shall be filled with caulking compound and placed in a vertical position for twenty-four (24) hours at room temperature and then transferred to an oven at fifty (50) degrees C. where it shall remain in a vertical position for twenty-four (24) hours. There shall be no appreciable slumping of the material under these conditions.

(d) Straining Test: A pat of caulking compound on limestone at room temperature shall show no objectionable stain within a period of twenty (20) days.

(e) Application: Caulking Compound shall be applied with either a pneumatic or ratchet hand gun. All surfaces in contact with caulking compound shall be primed with clear lacquer or shellac.

Poured Joints

Poured joints shall be formed by placing a temporary joint, shaped to the section, of a type and material approved by the Engineer, which shall afterward be removed and the joint immediately filled with acceptable sealant or filler material. Temporary metal wedge shaped joints may be used having 1/16 inches less thickness than specified on the plans. Temporary wood joints will not be permitted.

The pouring shall be done by means of a device acceptable to the Engineer and the pouring shall be manipulated in such a manner that the acceptable sealant or filler material shall not be spread over the surface for a width of more than One (1) inch on either side of the joint and care shall be taken in order that the acceptable sealant or filler material shall not be spilled on the exposed surface of adjacent curbs and structures.

Temporary joints shall be held securely in place by means of pins driven two (2) feet apart.

ARTICLE 13. REINFORCEMENT FOR CEMENT CONCRETE

Steel Bars: Reinforcing steel shall be of a quality and character meeting the requirements of the "Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement" of the American Society for Testing Materials, Serial Designation A 615, except that stirrups shall be Structural Grade. Each and every bar shall be rolled with a letter denoting the mill of origin, which shall be acceptable to the Engineer. All steel shall be subjected to such tests as prescribed in the A.S.T.M. Specifications. In addition, the Contractor shall furnish additional proof, such as mill records, that the steel meets the requirements stated herein.

All bar reinforcement for concrete shall be of open-hearth steel, rolled from new billets. No re- rolled material or cold twisted bars will be accepted.

All bars shall be "deformed" bars unless otherwise specified. The term "deformed bar" shall mean a reinforcing bar conforming to "Standard Specification for Deformed and Plain Billet- Steel Bars for

Concrete Reinforcement" of A.S.T.M. Designation A615, Grade 60 and Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement of A.S.T.M. Designation A767.

Table Showing Weights and Sizes of Steel Bars

Bar No. or Size Specified	Standard Weight (Lbs. Per Foot)	Bar No. or Size Specified	Standard Weight (Lbs. Per Foot)
2	0.167	7	2.044
3	0.376	8	2.670
4	0.668	1" Square	3.400
1/2" Square	0.850	1-1/8" Square	4.303
5	1.043	10	4.303
6	1.502	1-1/4 Square	5.313

Steel Fabric: Steel Fabric reinforcement shall consist of longitudinal main members with transverse members at right angles thereto. All points of intersection of the members shall be firmly connected in an approved manner.

Steel fabric shall meet the requirements given for cold drawn steel wire for concrete reinforcement in the Standard Specification for “Steel Wire, Plain, for Concrete Reinforcement” of A.S.T.M. Designation A 82-90a, except that samples shall be taken as directed by the Engineer.

All welded steel fabric shall meet the Standard Specification for “Steel Welded Wire Fabric, Plain, for Concrete Reinforcement” of the A.S.T.M. Designation A 185-90a.

ARTICLE 14. STRUCTURAL STEEL

All structural carbon steel, bolts, and steel billets shall conform to Standard Specification for “Structural Steel” of A.S.T.M. Designation A 36-90, supplemented by the following paragraphs:

Test specimens of structural steel shall show a fracture having a silky or fine granular structure throughout with a bluish gray or dove color, and shall be entirely free from granular, black and brilliant specks.

Finished rolled material shall be free from cracks, flaws, injurious seams, laps, blisters, ragged and imperfect edges, and other defects. It shall have a smooth, uniform finish and shall be straightened in the mill before shipment.

Material shall be free from loose mill scale, rust, pits, or other defects affecting its strength and durability.

Physical tests shall be required for billets bearing against, or functioning as, expansion rollers or rockers.

Rivet steel shall conform to the requirements of the Standard Specification for “Steel Structural Rivets” A.S.T.M. Designation A502-91.

ARTICLE 15. STEEL CASTINGS

Steel castings shall conform to the requirements of the Standard Specification for “Steel Castings, Carbon, for General Application” of the A.S.T.M. Designation A27, with the following additions:

Unless otherwise specified, all steel castings shall be Grade 65-35, fully annealed.

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Test specimens shall show a fracture having a silky or fine granular structure throughout, easily machined and meet all chemical and physical requirements of this specification.

Castings shall be true to pattern, free from cracks, gas holes, flaws and excessive shrinkage. Large castings, if required by the Engineer, shall be suspended and hammered all over. No cracks, flaws or other defects shall appear after such treatment.

No sharp unfilleted angles or corners will be allowed.

One tension test and one bend test shall be made from each melt in each heat treatment charge and from each casting weighing five hundred (500) pounds or over.

ARTICLE 16. IRON CASTINGS

Iron castings shall conform to the requirements of the Standard Specification for "Gray Iron Castings" of A.S.T.M. Designation A-48 latest issue, Class 30, with the following additions:

Iron castings shall be true to pattern in form and dimensions, close and even grained, free from pouring faults, sponginess, cracks, gas holes and other defects in positions affecting their strength and value for the service intended.

Castings having blow holes plugged or filled with putty or cement of any kind will be rejected.

ARTICLE 17. STEEL FORGINGS

All carbon and alloy steel forgings from which pins, rollers, and other forged parts are to be made shall conform to the requirements of the Standard Specification for "Steel Forgings, Carbon and Alloy, for General Industrial Use" of A.S.T.M. Designation A 668, with the following additions:

Structural forgings shall be Class C carbon steel, unless otherwise, called for. Machinery forgings shall be Class C carbon steel, Class E carbon steel, or Class H nickel steel, as specified. All forgings shall be thoroughly annealed.

The yield point of Class C forgings shall be not less than 33,000 pounds per square inch.

The tensile requirements for forgings from 20 to 30 inches in diameter shall conform to the requirements for forgings 12 to 20 inches in diameter.

All forgings shall meet the bend test requirements of paragraph S3, supplementary requirements of Specification A668.

ARTICLE 18. DUCTILE IRON

Ductile iron castings shall conform to the requirements of the Standard Specification for Ductile Iron Castings of A.S.T.M. Designation A536. Foundry certificate, when required, will provide chemical and mechanical properties of test specimens. Tensile requirements shall be a minimum Grade 60-40-18 unless otherwise specified.

ARTICLE 19. CAST AND DUCTILE IRON PIPE

Cast iron pipe shall conform to the requirements of the Standard Specification for "Cast Iron Soil Pipe and Fittings" of A.S.T.M. Designation A74. Ductile iron pipe shall conform to the requirements of the Standard Specification for "Ductile Iron Gravity Sewer Pipe" of A.S.T.M. Designation A746 and shall be centrifugally cast. All cast iron pipe shall be marked in clear lettering with trade name of manufacturer, weight, class or nominal thickness.

ARTICLE 20. MALLEABLE CASTINGS

Malleable castings conform to the requirements of the Standard Specification for “Ferritic Malleable Iron Castings” of A.S.T.M. Designation A47, Grade 32510.

Malleable castings shall be true to pattern in form and dimensions, close and even grained and free from pouring faults, sponginess, cracks, gas holes and other defects in locations affecting their strength and value for the service intended.

The castings shall be boldly filleted at angles, and the arises shall be sharp and perfect. The surfaces shall have a workmanlike finish.

Particular care shall be exercised so as not to embrittle malleable castings when galvanizing. All galvanized malleable castings shall meet specification requirements after galvanizing.

ARTICLE 21. ROLLED PHOSPHOR BRONZE

Rolled Phosphor-Bronze shall conform to the Standard Specification for “Rolled Copper-Alloy Bearing and Expansion Plates and Sheets for Bridge and Other Structural Uses” of A.S.T.M. Designation B-100.

ARTICLE 22. BRONZE CASTINGS

Bronze for machinery parts shall conform to the requirements of the Standard Specification for “Bronze Castings for Bridges and Turntables” of A.S.T.M. Designation B-22, with the following modifications:

Bronze shall not contain sulphur. The phosphorous shall be introduced in the form of phosphor- tin or in phosphor-copper. The alloy shall be cast into ingots and allowed to cool, and the castings shall be poured from the re-melted ingots. The chemical analysis of each heat shall be furnished.

Cracks or other evidence of excessive brittleness in compression test specimens after test may be cause for rejection. The hardness of the finished castings shall be tested by the Brinell ball method and a record of the test furnished. The ball shall be of hardened steel, 10 millimeters in diameter, and the load shall be 500 kilograms. The load shall be applied for 30 seconds to a finished plane surface. At least two Hardness tests shall be made upon each heat. A test shall be made on each trunnion bearing.

Test specimens shall be made from coupons which are a part of the casting and which have been fed and cooled under the same conditions as the casting.

At least one compression test shall be made from each melt from grades A, B, and C; and one compression and one tension test for grade D. For castings weighing over 100 pounds, finished, the prescribed tests shall be made for each casting. The permanent set in inches under 50,000 pounds per square inch shall be recorded for grades A, B, C, and D.

Bronze castings shall be free from inclusions of foreign material, casting faults, injurious blow holes or other defects rendering them unsuitable for the service intended.

Certain small bearings, where called for on the Plans, shall be equipped with self-lubricating bronze bushings. The bronze shall conform to the requirements given above and shall be equal to Grade "C". Holes shall be drilled into the bearing surfaces of these bushings in a regular pattern to cover the entire surface of the rotating parts. After the bushings have been machined to the proper tolerances, the holes shall be filled with metal and graphite lubricating inserts applied under a pressure of 20,000 lbs. per square inch. These bushings shall be equal to the Lubrite bearings manufactured by Merriman Brothers, Boston, Mass.

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ARTICLE 23. WELDING

All welding shall be done by the electric arc method or other approved method and the welding operators shall be experienced in this particular class of work.

Preparation: Surfaces to be welded shall be reasonably cleaned by wire brushing, chipping or hammering of loose scale, rust, paint or other foreign matter; except that a thin coating of linseed oil need not be removed before welding.

During welding, the parts to be welded shall be held by sufficient clamps or other adequate means to keep them straight and in close contact.

Electrodes: Wires used for electrodes or welding rods shall be an approved covered commercial steel wire made for this purpose, of uniform homogeneous physical structure, free from irregularities in surface, from hardness, segregation, foreign matter, oxides, pipes, seams, or other defects.

Either the recommendations of the electrode manufacturer, or information based on the tests of the same kind of electrodes with the same kind of current shall be used in determining the range of current values for each electrode size.

Welding: In any respect not covered by the above provisions the work shall conform to the specifications for Design Construction Alteration and Repair of Highway and Railway Bridge Fusion Welding of the American Welding Society, 1941.

Welds: All slag shall be removed from finished welds and they shall show uniform section, smoothness of weld metal, feather edges without overlaps and freedom from porosity and clinkers. Visual inspection at edges and ends of fillets and butt joint welds shall indicate good fusion with, and penetration into, base metals.

ARTICLE 24. GALVANIZED METAL

Where called for in the itemized specifications, iron such as screw bolts, nuts, washers and bolts or equal, spikes, pipes, etc., shall be galvanized. All screw bolts and nuts must be threaded before galvanizing.

Before galvanizing all iron shall be thoroughly cleaned of all scale, rust, dirt, grease, etc., by first bathing it in a solution of sulfuric acid, then dipping it in turn in lukewarm water and in a strong solution of muriatic acid.

All galvanized articles must stand the following test. After eight one-minute immersions in a standard solution of copper sulphate, the article being thoroughly wiped after each immersion, there shall be no copper deposit observed. Lots, the samples of which do not stand this test, may be rejected. This test shall be performed in accordance with Standard Test Method for “Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles” of A.S.T.M. Designation A-90. Certificates of Tests may be accepted.

ARTICLE 25. COPPER

Sheet copper shall be either hot or cold rolled and shall be free from bad edges and corners and all surface defects. It shall be clean, of uniform and quality, true to gauge and patent leveled. It shall be free from sulphur and other detrimental impurities and contain a minimum of ninety-nine and one-half (99 ½) per cent pure copper and shall conform to the requirements of the Standard Specification for “Copper Sheet, Strip, Plate, and Rolled Bar” of A.S.T.M. Designation B152.

ARTICLE 26. WATERPROOFING MATERIAL

Asphalt and coal tar pitch shall be chemically inert, impervious to or unaffected by water or by alkalies in acids or cinders. They shall form, without the use of primer, a permanent, tenacious, mechanical bond, not only to the fabric and concrete to which it is applied but also the concrete poured against it.

Coal tar pitch shall be homogeneous, high carbon coal tar pitch and shall conform to the requirements of the Standard Specification for “Coal-Tar Pitch Used in Roofing, Dampproofing, and Waterproofing” of A S.T.M. Designation D450.

Asphalt shall be a tough asphaltic bitumen derived from an asphaltic petroleum by careful refining. It shall not be a fluxed or cut-back product, and shall be free from coal tar and any of its derivatives.

Asphalt shall be homogeneous, free from water and shall conform to the requirements of Standard Specification for “Asphalt Used in Dampproofing and Waterproofing” of A.S.T.M. Designation D449.

Asphalt and pitch shall be delivered on the work in packages that are plainly marked with the manufacturer's brand and indicating the grade and quality of the material.

Waterproofing felt shall be a roofing felt produced by "felting" vegetable and animal fibers. The surface of the felt shall be uniformly smooth and upon splitting or tearing on the bias, shall appear reasonably free from lumps and unbeaten stock (i.e., stock which has not been beaten or shredded into fiber in the process of manufacture) and particles of foreign substances (i.e., fragments of stone, metal, leather, rubber, straw, wood, etc.).

The desaturated felt shall conform to the following requirements:

Weight of Moisture-Free Desaturated Felt-Minimum five and two-tenths (5.2) lbs. per hundred (100) sq. ft. ("Number" 25).

Ash in Moisture -Free Desaturated Felt-Maximum Ten (10%) per cent.

The saturant for the felt shall be composed of coal tar from which the highly volatile constituents have been removed.

In the process of manufacture, a single thickness of dry roofing felt shall be saturated with the saturant.

The felt shall be thoroughly and uniformly saturated and shall show no unsaturated spots at any point upon cutting two (2) inch strips at random across the entire sheet and splitting them open for their full length.

The fabricated bituminized felt shall conform to the Standard Specification for “Coal-Tar- Saturated Organic Felt Used in Roofing and Waterproofing” of A.S.T.M. Designation D227.

ARTICLE 27. CONCRETE AND MASONRY

Material

Concrete shall consist of Portland cement, fine aggregate, and a coarse aggregate mixed in the proportions specified for the various classes given. The same brand of cement, and the same kind of aggregate shall be used throughout the whole of any showing face.

Proportions

All concrete shall be made of Portland cement, fine and coarse aggregate proportioned as indicated under its respective item.

The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of the forms and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface. The combined aggregates shall be of such composition of sizes that when separated on the No.4

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standard sieve, the weight passing the sieve (fine aggregate) shall not be less than thirty percent nor greater than fifty percent of the total, unless otherwise approved by the Engineer.

The methods of measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work.

a. Plain Concrete: Plain concrete shall have a minimum cement factor of five bags per cubic yard of concrete, and a maximum of eight and one-half U.S. gallons of water per bag of cement including water contained in the aggregate. Such concrete shall develop a strength of at least two thousand pounds per square inch when tested in accordance with the Standard Test Method for "Compressive Strength of Cylindrical Concrete Specimens" of A.S.T.M. Designation C39.

b. Average Concrete: Proportions and Twenty-Eight Day Strengths

The producer of average concrete shall use mix proportions and water cement ratios which have been shown by previous use to produce satisfactory concrete of the required strength at a suitable slump with a maximum of four inches for heavy slabs and five inches for walls and footings. Average concrete shall be limited to the concrete strengths shown in Table "A" below, and the cement factor used shall not be less than the value given in the table for the corresponding concrete strengths.

Table A

Minimum compressive strength in 28 days (f'c) pounds per square inch	Minimum bags of cement per cubic yard of concrete	Maximum permissible water cement ratio, U.S. Gallons per 94-pound sack of cement for air-entrained concrete
3200	6.0	6-1/4

Each load of concrete shall be certified by the producer, whether produced at ready mix plant or site mixed, as to the concrete strength and actual quantities per cubic yard of each material, including water, contained therein.

c. Controlled Concrete: Proportions and Twenty-Eight Day Strengths

The strength of all controlled concrete shall be established in accordance with the following provisions:

Preliminary tests of controlled concrete. (a) Job site, weighed, batched and mixed concrete. Preliminary tests of controlled concrete shall be made by an approved testing laboratory, in advance of the beginning of operations, using the materials proposed and consistencies as hereinafter specified, and tested wet in accordance with the standard method of test for compressive strength of molded concrete cylinders, Standard Test Method for "Compressive Strength of Cylindrical Concrete Specimens" of A.S.T.M. Designation C39, including tests of fine and coarse aggregated and the provisions therein for curing in a moist room of seventy (70°) degrees Fahrenheit. A curve representing the relation between the average strength of the concrete at twenty-eight days, or at earlier periods, and the water cement ratio shall be established for a range of values including all of the strengths and ages called for the plans. The tests shall include at least four different water cement ratios, and at least four specimens for each water cement ratio. The mixes used in the tests shall have a slump of five inches, with a tolerance of plus or minus one inch. The water cement ratio to be used in the structure shall be the corresponding to a point on the curve established by these tests, representing a strength of concrete fifteen per cent higher than the minimum ultimate strength called for on the plans. The cement factor used in the work shall have at least the value established by the tests, but shall not be less than the factor given in Table "B" below for the corresponding concrete strength.

Table B

Minimum compressive strength in twenty- eight days (f'c) pounds per square inch	Minimum bags of cement per cubic yard of freshly mixed concrete
2000	5.00
2500	5.25
3000	5.75
3200	6.00
3500	6.50
3750	6.75
4000	7.00
5000	7.50

Sampling

During the progress of the work, samples of concrete shall be taken directly from the mixer in accordance with Standard Method of "Sampling Freshly Mixed Concrete" of A.S.T.M. C172. Each sample shall be tested for slump, air content, temperature and weight per cubic foot in accordance with Standard Test Method for "Unit Weight, Yield, and Air Content (Gravimetric) of Concrete" of A.S.T.M. C138 and Standard Test Method for "Slump of Hydraulic Cement Concrete" of A.S.T.M. C143. If the measured slump or air content falls outside the limits specified, a check sampling shall be made immediately on another portion of the same sample. In the event of a second failure, the concrete shall be considered to have failed to meet the requirements.

If the time required to discharge the load being sampled is greater than 15 minutes, a separate set of test cylinders shall be made from each one-third portion of the load taken at a greater interval than 15 minutes.

Molding Standard Test Acceptance Cylinders

For each class of concrete placed on any one day, three standard acceptance cylinders shall be made from the sampling described above for each fifty cubic yards or fraction thereof placed. These specimens shall be molded, stored for 24 hours, carefully transported to an approved testing laboratory and cured for 27 days in accordance with Standard Practice for "Making and Curing Concrete Test Specimens in the Field" of A.S.T.M. Designation C31.

Additional specimens for determining when forms may be stripped or a structure may be put to use may also be required. These field cylinders shall be removed from their molds after 24 hours, stored and cured on the work site as near to the sampled concrete in the structure as possible, and subject to the same exposures as the job concrete of which it is representative. These field cylinders shall be kept unmolested on the structure for at least three-fourths of the test period before being taken to the laboratory for testing.

The specimens shall be marked and identified with tags on which shall be noted the class of concrete, date and time of day when molded, the delivery receipt and truck number if ready- mixed, the results of the tests of slump, air content and temperature, and a clear description of where the concrete was placed in the structure. The date of arrival at the testing laboratory also shall be noted thereon.

Compression Tests

Twenty-eight days after the specimens were molded the three acceptance cylinders shall be tested in compression in accordance with Standard Test Method for "Compressive Strength of Cylindrical Concrete

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Specimens" of A.S.T.M. Designation C39. by a testing laboratory designated by the Engineer. The test strength shall be the average of the breaking strengths of the three acceptance cylinders. If one of the molded specimens shall show manifest evidence of improper sample, molding, handling or testing, it shall be discarded and the remaining two averaged. If more than one cylinder must be discarded, the entire test shall be discarded. In no case shall a given class of concrete be represented by less than three separate samplings and three compression test strengths.

When the average strength of the test cylinders falls consistently below the minimum ultimate strength required by the design, a change in the proportions or water content of the concrete shall be made, to obtain the required strength for the remaining portion of the structure.

When the average strength of the test cylinders for any portion of the structure is less than that required by the design, the concrete represented by such cylinders may be considered to be of adequate strength if: (1) the designer of the structure submits a correct analysis of stresses to show that the stresses in the portion of the structure affected will not exceed the allowable stresses, with the value of f'c equal to the compressive strength of the concrete as determined by the tests; or (2) if the tests are performed in accordance with the specifications for the Standard Test Method for "Obtaining and Testing Drilled Cores and Sawed Beams of Concrete" of A.S.T.M. C42 using hardened concrete for compressive and flexural strengths, and the tests show that the strength of the concrete equals or exceeds the design strength, and provided test specimens are obtained from the structure in such manner that the strength of the structure is not impaired; or (3) the structure may be considered to meet the designated requirement if load tests are performed as specified in Section 27-607 "Inspections" of the New York City Local Law 65-1990, Article 5, for that portion of the structure where the concrete of questionable strength has been placed and the results and interpretation of such tests and the resulting safe capacity of the structure are approved by the Engineer.

Arrangements for tests of concrete, concrete materials and reinforced concrete structures where required by the provisions of this article or ordered by the Engineer shall be made by the Contractor. All such tests shall be made without additional expense to the City.

Mixing and Placing Concrete

Preparation of equipment and place of deposit: Before concrete is placed, all equipment for mixing and transporting the concrete shall be cleaned, all debris and ice shall be removed from the spaces to be occupied by the concrete, forms shall be thoroughly wetted or oiled masonry filler units that will be in contact with concrete shall be well drenched and the reinforcement shall be thoroughly cleaned of ice or other coatings. Water shall be removed from place of deposit before concrete is placed unless otherwise permitted by the Engineer.

Mixing of concrete: All concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged.

Hand mixing will not be permitted in any structure.

Machine Mixing

Batch mixers of an approved type and of not less than 7S-AGC rating shall be used. No continuous mixer shall be used. Mixing shall be continued for at least one and one- quarter (1 1/4) minutes after all the materials and water are in the mixer drum, at a speed of not less than 14 or more than 20 revolutions per minute.

When cement is delivered in bags for use in any item, the batch shall be so proportioned as to use only full batches (i.e.) no fraction of a bag will be permitted.

Mixing shall be continued for at least one and one-half (1 ½) minutes after all the solid materials and water are in the mixer drum.

In all machine mixing the batches of concrete shall be proportioned to the size of the mixer to produce the best results.

For batches larger than one (1) cubic yard, mixing time shall be increased fifteen (15) seconds for each additional cubic yard or fraction thereof.

Retempering
All mortar and concrete shall be used while fresh and before it has begun to harden. Any mortar or concrete which has begun to harden shall be removed and not used in the work. No retempering of mortar or concrete shall be allowed.

Central Mixing
Concrete may be mixed in an approved central plant provided it is hauled to the work in an approved rotating container under the following provisions:

1.) Mixing time shall not be less than three (3) minutes.

2.) Not more than thirty (30) minutes shall elapse between batching and placing.

3.) Not more than ten (10) minutes shall elapse between placing of consecutive batches.

4.) The rotating container shall be thoroughly cleaned after each batch.

The concrete will be rejected if there is any evidence of "setting up" in the mixture.

Transit Mixing
Concrete may be mixed in approved transit mixers under the following provisions:

The water shall be added to the mix not more than 10 minutes previous to its discharge from the mixer. Water shall not be added while trucks are in transit.

Mixing time shall not be less than five (5) minutes, nor less than one and a half (1 ½) minutes for each cubic yard contained.

Not more than ten (10) minutes shall elapse between placing of consecutive batches.

Concrete is to be mixed in accordance with the Standard Specification for “Ready-Mixed Concrete” of A.S.T.M. Designation C94.

Conveying
Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of materials.

Equipment for chuting, pumping and pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery end without separation of materials.

Consistency
As a guide to the consistency required, the range in slump shall be as shown in the following table:

Slump

Type of Construction	Slump in Inches - Minimum	Slump in Inches - Maximum
Pavements	1-1/2	3
Floors, Massive Section, Heavy Slabs	1	4
Pavement Bases, Sidewalks	1-1/2	4
Walls, Beams, Columns	2	5

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In general, the consistency of concrete mixture shall be such that:

1. The mortar clings to the coarse aggregate.
2. The concrete is not sufficiently fluid to segregated when transported to the place of deposit.
3. The concrete, when dropped directly from the discharge chute of the mixer, shall flatten out at the center of the pile but shall stand up and flow at the edges.
4. The mortar shall show no free water when removed from the mixer.
5. The concrete shall settle into place when deposited in the forms and, when transported in metal chutes at an angle of 30 degrees with the horizontal, it shall slide and not flow into place.
6. The upper layer of the set concrete shall show a cement film upon the surface but shall be free from laitance.

Depositing

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and flows readily into the spaces between the bars. No concrete that has partially hardened or been contaminated by foreign materials shall be deposited on the work, nor shall retempered concrete be used.

When concreting is once started, it shall be carried on as a continuous operation until the placing of the panel or section is completed. The top surface shall be generally level.

All concrete shall be thoroughly compacted by suitable means during the operation of placing and shall be thoroughly worked around the reinforcement and embedded fixtures and into the corners of the forms.

Where conditions make compacting difficult, or where the reinforcement is congested, batches of mortar containing the same proportions of cement to sand as used in the concrete, shall first be deposited in the forms to a depth of at least one inch.

Construction Joints

Construction joints other than those shown on the plans will not be permitted without the written permission of the Engineer. The operation of placing concrete shall be continuous between construction joints.

The use of long chutes for conveying concrete from the mixing plant to the forms will be permitted only on written authority from the Engineer. If chutes are allowed and the quality of concrete as it reaches the forms or the methods of placing or working it therein are not satisfactory, the Contractor shall, upon orders from the Engineer, discontinue the use of chutes and reequip his plant for placing the concrete in a satisfactory manner. Under no conditions shall this system be used on work exposed to the effects of salt or brackish water.

Troughs, pipes or short chutes used as aids in placing concrete shall be arranged and used in such a manner that the ingredients of the concrete are not separated. Where steep slopes are required the chutes shall be equipped with baffle boards or be in short lengths that reverse the direction of movement. When pipes are used they shall be kept full of concrete and have their lower ends kept buried in fresh concrete in the same manner that a tremie is used. All chutes, troughs and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of concrete in place. Open troughs and chutes shall be of either of metal or metal lined and shall extend as nearly as possible to the point of deposit. When the discharge must be intermittent, a hopper or other device for regulating the discharge shall be provided.

Dropping the concrete a distance of more than 5 feet or depositing a large quantity at any point and running or working it along the forms will not be permitted.

Special care shall be taken to fill each part of the forms by depositing concrete directly as near final position as possible, to work the coarser aggregates back from the face and to force the concrete under and around

the reinforcement bars without displacing them. After the concrete has taken its initial set, care hall be exercised to avoid jarring the forms or placing any strain on the ends of projecting reinforcement.

Concrete shall be compacted by continuous working with a suitable tool in a manner acceptable to the Engineer. Slab and girder work, arch ribs and all thin section work shall be thoroughly worked with a steel slicing rod.

In order to secure a smooth, even surface on the exposed surfaces of concrete structures, fine stone forks or spades shall be used to work the coarser aggregate back into the mass and allow the mortar and fine particles to occupy the space adjacent to the forms.

Unless otherwise directed in the itemized specifications, concrete shall be thoroughly compacted during and immediately after depositing by vibrating the concrete internally by means of mechanical vibrating equipment.

Internal mechanical vibrators shall be of a type to be approved by the Engineer. They shall be of sturdy construction, adequately powered, capable of transmitting vibration to the concrete in frequencies of not less than 5000 impulses per minute and shall produce a vibration of sufficient intensity to cause flow or settlement of the concrete into place without a separation of the ingredients.

The vibratory element shall be inserted into the concrete at the points of deposit and in the areas of freshly placed concrete. The time of vibration shall be of sufficient duration to accomplish through consolidation, complete embedment of the reinforcement, the production of smooth surfaces free from honeycombing and air bubbles, and to work the concrete into all angles and corners of the form. However, over vibration shall be avoided and vibration shall continue in a spot only until the concrete has become uniformly plastic and shall not continue to the extent that pools of grout are formed.

The length of time of vibration depends upon the frequency of the vibration (impulses per minute), size of the vibrators and the slump of the concrete; and this length of time be determined in the field.

The internal vibrators shall be applied at points uniformly spaced not further apart than the radius over which the vibration is visibly effective and shall be applied close enough to the forms to effectively vibrate the surface concrete. The vibration shall not be dissipated in lateral motion but shall be concentrated in vertical settlement in consolidation of the concrete.

The vibrator shall not be used to push or distribute the concrete laterally. The vibrating element shall be inserted in the concrete mass sufficient depth to vibrate the bottom of each layer effectively, in as nearly vertical position as practicable. It shall be withdrawn completely from the concrete before being advanced to the next point of application.

To secure even and dense surfaces, free from aggregate pockets or honeycomb, vibration shall be supplemented by working or spading by hand in the corners and angles of forms and along form surfaces while the concrete is plastic under the vibratory action.

A sufficient number of vibrators shall be employed so that at the required rate of placement, thorough consolidation is secured throughout the entire volume of each layer of concrete. Extra vibrators shall be on hand for emergency use, and for use when other vibrators are being serviced.

The use of surface vibrators to supplement internal vibration will be permitted when satisfactory surfaces cannot be obtained by the internal vibration alone and when the Contractor has obtained the approval of the Engineer of the equipment to be used. Surface vibrators shall be applied only long enough to embed the coarse aggregate and to bring enough mortar to the surface for satisfactory finishing.

The use of approved form vibrators will only be permitted when it is impossible to use internal or external vibrators. When permitted, they shall be attached to or held on the forms in such a manner as to effectively transmit the vibration to the concrete and so that the principle path of motion of the vibration is in a horizontal plane.

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All exposed edges of concrete and exposed joints shall be chamfered one inch, unless otherwise shown or noted.

Concrete shall be placed in continuous horizontal layers, the thickness of which generally shall not exceed 10 to 12 inches. When it is necessary by reason of an emergency to place less than a complete horizontal layer at one operation, such layer shall terminate in a vertical bulkhead. In any given layer the separate batches shall follow each other so closely that each one shall not be injured and that there shall be no line of separation between the batches. Each layer of concrete shall generally be left somewhat rough to secure efficient bonding with the next layer above. A succeeding layer placed before the underlying layer has become set shall be compacted in a manner that will entirely break up and obliterate that tendency to produce a construction joint between the layers.

Layers completing a day's work or placed just prior to temporarily discontinuing operations shall generally be cleaned of all objectionable material as soon as the surface has become sufficiently firm to retain its form. To avoid visible joints as far as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be finished by being smoothed with a plaster mason's trowel.

Horizontal layers so located as to produce a construction joint at a location wherein a "feather edge" might be produced in the succeeding layer, shall be so formed by inset form work that the succeeding layer will end in a body of concrete having a thickness of not less than six (6") inches.

After the concrete has begun to harden, it shall not be walked upon in less than twelve hours. The operation of compacting the concrete shall be conducted so as to form a compact, dense, impervious artificial stone which shall show a smooth face on an exposed surface. The weight of rammers, if used, shall be satisfactory to the Engineer. Porous, plastered or defective concrete shall be removed and replaced, as directed by the Engineer, entirely at the Contractor's expense.

Concrete shall not be exposed to the action of water before setting, or deposited in water, except with the approval of the Engineer and under his immediate supervision.

The method and manner of placing shall be as hereinafter designated.

Concrete deposited under water shall be carefully placed in a compacted mass in its final position by means of a tremie, a closed bottom dump bucket or other approved method and shall not be disturbed after being deposited. Special care must be exercised to maintain still water at the point of deposit. No concrete shall be placed in running water and all form work designed to retain concrete under water shall be water-tight. The consistency of the concrete shall be carefully regulated and special care shall be exercised to prevent segregation of the materials. The method of depositing concrete shall be so regulated as to produce approximately horizontal surfaces.

When a tremie is used, it shall consist of a tube having a diameter of not less than 10 inches, constructed in sections having flange couplings fitted with gaskets. The means of supporting the tremie shall be such as to permit the free movement of the discharge and over the entire top surface of the work and shall be such as to permit it to be rapidly lowered when necessary to choke off or retard the flow. The discharge end shall be entirely sealed at all times and the tremie tube kept full to the bottom of the hopper. When a batch is dumped into the hopper the tremie shall be slightly raised, but not out of the concrete at the bottom, until the batch discharges the bottom of the hopper. The flow is then stopped by lowering the tremie. The flow shall be continuous and in no case shall be interrupted until the work is complete.

When concrete is placed by means of a bottom dump bucket, the bucket shall have a capacity of not less than ½ cubic yard. The bucket shall be lowered gradually and carefully until it rests upon the concrete already placed. It shall then be raised very slowly during the discharge travel, the intent being to maintain as nearly as possible, still water at the point of the discharge and to avoid agitating the mixture.

Bonding Construction Joints: In joining fresh concrete to concrete that has already set, the work already in place shall have its surface raked out over thoroughly with a suitable tool to remove all

loose and foreign material. This surface shall then be washed and scrubbed with wire brooms and thoroughly drenched.

It shall remain moist until the new concrete is placed. Immediately prior to the placing of the new concrete, all forms shall be drawn tight against the concrete already in place and the old surface shall be thoroughly coated with a very thin coating of neat cement.

In order to bond successive courses, suitable keys shall be formed at the top of the upper layer of each day's work and at other levels where work is interrupted. These keys shall occupy about one-third of the area of the joint unless otherwise noted on the plans and be formed with beveled wood forms which shall be thoroughly saturated with water prior to placing. Rough stone or steel dowels may be used in lieu of keys if so permitted by the Engineer in writing. The size and spacing of keys and dowels shall be as determined by the Engineer.

In construction joints exposed to view or in other construction joints where seepage of water is particularly objectionable, a metal baffle strip of 16- ounce copper, shall be inserted. This strip shall be placed not less than three (3) inches from the unexposed face of the concrete a distance of not less than two (2) inches.

Forms and Detail of Construction

Design and construction of forms: The design and construction of forms shall conform to the following requirements: Forms shall conform to the shape, lines and dimensions of the member as called for on the plans. Forms shall be substantial and sufficiently tight to prevent leakage of mortar; and shall be properly braced or tied together so as to maintain position and shape and insure safety to workmen and passerby. Temporary openings shall be provided where necessary, to facilitate cleaning and inspection immediately before depositing concrete.

Where the height of the shores exceeds ten feet, adequate diagonal bracing shall be provided in both longitudinal and transverse directions. In addition, adequate diagonal braces shall be provided at the ends of the framework. Diagonal bracing shall extend from the top of the bottom of shores.

The unbraced length of wood shores supporting forms shall not exceed fifty times the least dimension. Metal shores or frames shall be types approved by the Engineer and shall be installed in accordance with his approval. Shores shall be adequately secured at the top and shall be properly wedged at top or bottom, if required.

Where shores rest upon the ground, adequate mud sills, or other bases, shall be provided to support the shores adequately.

Qualified workmen shall be detailed constantly during the placing of concrete to insure that there is no movement of shores, braces or other supports. The name of the foreman in charge of the form work shall be posted in the field office of the contractor.

The individual firm or corporation who does the concrete work shall be responsible for the adequate design and construction of all forms used in the construction of the building. Wherever the shore height exceeds fourteen feet, or the load on the forms exceeds one hundred fifty pounds per square foot, or power buggies are used, or two stage shores are used, the contractor shall certify that the form design has been checked and approved as adequate by a licensed professional engineer who has had at least five years of experience as a structural engineer, and that the forms have been constructed in conformance with the design which was checked and approved by the said engineer.

Detailed plans for false work or centering shall be supplied to the Engineer on request, but his approval of them, or acquiescence in the work constructed according to them, will not relieve the Contractor of responsibility for satisfactory results. For calculating the strength of false work or centering, a weight of 150 pounds per cubic foot shall be assumed for green concrete.

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In general, false work which cannot be founded upon a solid footing, shall be supported by false work piling. False work piling shall be spaced and driven as ordered by the Engineer. No extra compensation for false work or false work piling will be allowed, such work being considered as part of the form work.

The Engineer may require the contractor to employ screw jacks or hardwood wedges in connection with the centering or false work in order to take up any slight settlement in the form work either before or during the placing of concrete.

Falsework shall be set to give the structural camber indicated on the plans or as specified, plus allowance for shrinkage and settlement.

Any metal ties or anchorages which are required within the forms to hold them to correct alignment and location shall be so constructed that the metal work can be removed to a depth of at least 2 inches from the face surface by spalling or otherwise. Wire ties will not be permitted without written permission of the Engineer. In case wire ties are permitted, all wires upon removal of the forms, shall be cut back at least 1/4 inch from the face of the concrete with sharp chisels or nippers. Nippers are necessary for green concrete.

All cavities produced by the removal of metal ties shall be carefully fitted with a mortar of fine aggregate and cement in the proportion that has been employed for the particular class of concrete treated and the surface left smooth and even and uniform in color. The surface film of all such pointed surfaces shall be carefully removed before setting occurs.

All forms shall be set and maintained true to the line designated until the concrete is sufficiently hardened. In general, form work shall remain in place, after placing of concrete, for the approximate periods hereinafter specified under "Removal of Forms."

For narrow walls where access to the bottom of the forms is not readily attainable otherwise, the lower form boards shall be left loose so that they may be removed for cleaning out all chips, dirt, sawdust or other extraneous material immediately prior to placing concrete.

Forms reused shall be maintained at all times in good conditions as to accuracy of shape, strength, rigidity, water tightness and smoothness of surface. Any warped or bulged lumber must be carefully resized before being reused. Forms unsatisfactory in any respect shall not be used, and, if condemned, it shall be removed immediately from the work.

For parapets or balustrades and the exposed faces of girders, arch ribs, copings, etc., forms shall be treated with an approved oil. All other forms shall be treated with approved oil; or thoroughly drenched and saturated with water on both faces immediately before concrete is placed therein. Any material that will stick to or discolor the concrete shall not be used.

The foregoing specifications as regards design, mortar, water tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and oiling, shall apply with equal force to Metal Forms. The metal used for forms shall be of such thickness that the forms remain true to shape. All bolt and rivet heads shall be counter-sunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or line up properly shall not be used. Special care shall be exercised to keep metal forms free from rust, grease or other foreign matter such as will tend to discolor the concrete.

The time of removal of forms shall be subject to the approval of the Engineer.

Except on side faces to be surface finished, the following table may be used as a guide for the minimum time required before the removal forms, not counting the days in which the temperature is below 40 degrees Fahrenheit.

Minimum Periods (in Days) for Removing Forms for Different Cement Items

Cement Item	Number of Days
Arch Centers*	15 - 20
Centering under beams	10 - 15
Floor slabs	7 - 13
Columns	5
Walls, sides of beams and all other parts	3

*** Arch centering shall be removed in such a manner as to insure the complete safety of the structure.**

Forms shall be removed in such a manner as to insure the complete safety of the structure. Where the structure as a whole is supported on shores, beam and girder sides, column and similar vertical forms may be removed after twenty-four hours or when the concrete is sufficiently hard not to be injured thereby. In no case shall the supporting forms or shoring be removed until the members have acquired sufficient strength to support safely their weight and the load thereon.

Reinforcement

Cleaning and Bending reinforcement: Metal reinforcement, at the time concrete is placed, shall be free from loose rust scale or other coatings that will destroy or reduce the bond. All bars shall be bent cold. Reinforcement shall be formed to the dimensions indicated on the plans before it is embedded in the concrete.

Placing Reinforcement

Metal reinforcement shall be accurately placed, spaced and adequately secured in position by concrete or metal chairs or spacers. The clear distance between parallel bars, except in columns, shall be not less than the nominal diameter of the bars, one and one-third times the maximum size of the coarse aggregate, nor one inch. Where reinforcement in beams or girders is placed in two or more layers, the clear distance between layers shall not be less than one in., and the bars in the upper layers shall be placed directly above those in the bottom layer.

Splices in Reinforcement of Slabs, Beams and Girders

In slabs, beams and girders, splices of reinforcement at points of maximum stress shall be avoided wherever possible. Such splices where used shall be welded, lapped or otherwise fully developed, but in any case, shall transfer the entire stress from bar to bar without exceeding the allowable bond and shear stresses. The minimum overlap for a lapped splice shall be twenty-four bar diameters, but not less than twelve inches for bars. The clear distance between bars shall also apply to the clear distance between a contact splice and adjacent splice or bars.

Concrete Protection for Reinforcement

The reinforcement of footings and other principal structural members in which the concrete is deposited against the ground shall have no less than three inches of concrete between it and the ground contact surface. If concrete surfaces after removal of the forms are to be exposed to the weather or be in contact with the ground, the reinforcement shall be protected with not less than two-inches of concrete for bars larger than No. 5 and one and one-half inches for No. 5 bars or smaller.

The concrete protective covering for reinforcement at surfaces not exposed directly to the ground or weather shall be not less than three-quarters of an inch for slabs and walls; and not less than one and one-half inches for beams and girders, and two inches for columns. In concrete joist floors in which the clear distance between joists is not more than thirty inches, the protection of reinforcement shall be at least three-quarters of an inch.

Concrete protection for reinforcement shall in all cases be at least equal to the diameter of the bars.

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Exposed reinforcing bars intended for bonding with future extension shall be protected by an anti- corrosive coating or other adequate covering.

Provision for Concreting in Cold Weather
No concrete shall be placed when the atmospheric temperature is below 40 degrees Fahrenheit unless permission to do so is granted in writing by the Engineer. In order to receive written approval, the Contractor must submit the concrete mix design and method of installation to assure that the concrete will not freeze until it attains a compressive strength of 500 psi.

Acceptable methods include, but are not limited to the following:

1. Provide protection against freezing for at least five (5) days after the concrete is installed. Acceptable protection includes, but is not limited to, heated enclosures, polystyrene foam sheets, insulation blankets, and polyethylene sheeting.
2. Amend the concrete mix design to achieve high early strength. Examples of acceptable amendments: Type III cement in lieu of Type II or concrete admixtures in accordance with ASTM C494/494M, Type C or E. Concrete admixtures shall contain no more than two (2%) percent of Calcium Chloride ($CaCl_2$).
3. Heating mixing water or aggregates so the temperature of the mixed concrete is not less than sixty-five degrees (65°) Fahrenheit at the time of placing in the forms.
4. An approved equal method or a combination of the three methods above.

Installation: Concrete shall not be placed on frozen subgrade. All contact surface shall be above the freezing temperature of water and free from ice or frost. Follow guidelines set forth in ACI306R "Guide to Cold Weather Concreting."

Waterproofing
Unless otherwise noted on the plans or directed by the Engineer the surfaces of all reinforced concrete bridge abutments and retaining walls, arch and culvert bridges, which will come in contact with fill, shall be waterproofed above the foundations by coating with approved Bituminous Waterproofing Material. Bituminous material shall be a two coat system consisting of primer and asphalt coats. Primer shall conform to the Standard Specification for "Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing" of A.S.T.M. Designation D 41. Topcoat shall conform to Standard Specification for "Asphalt Used in Dampproofing and Waterproofing" of A.S.T.M. Designation D 449 Types I, II or III.

Curing Concrete
Careful attention shall be given to the proper curing of all concrete parapets, balustrades, floors, sidewalks and finished surfaces.

Such surfaces shall be covered and remain wet as indicated below or be sprinkled each morning and evening or more frequently if deemed necessary by the Engineer.

For all concrete structures, concrete made with normal Portland cement shall be maintained above fifty degrees (50°) Fahrenheit in a moist condition for at least the first seven days after placing and high-early strength concrete shall be so maintained for at least the first three days.

Parapets, balustrades, pavements, floor and sidewalk slabs and all exposed surfaces shall be cured by the following methods:

1. Quilted Covers: Approved quilted covers shall consist of outer covering materials of burlap, cotton or other approved fabric, the bottom and top cover of which shall each weigh at least six (6) ounces per square yard of fabric, and an inner layer of cotton batting or other approved material weighing at least eight (8) ounces per square yard. These mats shall be quilted, to securely hold the inner cotton batting lining in place and shall be two (2) feet greater in width, after shrinking, than the pavement slabs being cured, and shall be securely held in place and weighted down to completely cover the edges, as well as the top of the pavement. Adjoining quilts shall be lapped at least twelve (12) inches. Quilted covers shall be kept wet and left in

place for a period of not less than five (5) days. These quilted covers shall be laid directly on the pavement as soon as the brooming is completed.

2. Waterproof Sheet Materials: Approved blankets and covers shall have edges lapped at least twelve (12) inches and all edges shall be sealed with pressure sensitive tape. Sheet materials shall be capable of withstanding normal job use without puncturing or tearing. Waterproof Paper Blankets and Polyethylene Coated-White Burlap Blankets shall conform to the material requirements of the Standard Specifications for "Sheet Materials for Curing Concrete" of A.S.T.M. Designation C 171.

3. Membrane Curing Compounds: Approved liquid membrane-forming compounds shall be Type 1,clear or translucent; Type 1-D, clear or translucent with fugitive dye; or Type 2, white pigmented in accordance with the Standard Specification for "Liquid Membrane-Forming Compounds for Curing Concrete" of A.S.T.M. Designation C 309. Curing compound shall be uniformly applied by spray or roller over freshly placed damp concrete at a rate of one gallon per 150 square feet. Curing compound shall remain intact for at least 7 days before becoming powdery and non-adherent due to weathering.

The entire surface of the pavement, including the edges and sides shall be kept wet by the above methods or sprinkling with water for the period shown on the following table. The water shall be applied by means of tank trunk sprinkler with a fan spray, unless otherwise ordered by the Engineer, calcium chloride mixed integrally may be used for curing, if shown on the plans.

The interval of laying adjacent slabs, the period to opening to traffic, and the curing period shall be in accordance with the following table depending upon the type of cement used and the season of the year placed; except in cases where a pavement is placed upon a bridge floor, when the Contractor shall proceed as directed by the Engineer.

Laying, Opening and Curing Table

Pavement Laid from	Minimum Period of Laying Adjacent Slabs	Minimum Period of Opening to Traffic	Minimum Curing Period	
			Misting with Water	Quilts
Jun 1 to Sep 15	5 days	10 days	8 days	5 days
Sep 15 to Jun 1*	7 days	15 days	12 days	7 days

***when average temperature is above 45°F, unless otherwise directed by the Engineer**

The periods of the curing of concrete floors, in the area where waterproofing is to be applied, may be further reduced when approved by the Engineer, provided the waterproofing is placed over this surface of the floor immediately after the quilted covers or waterproof curing sheets, have been removed and the concrete pavement placed as soon as possible thereafter. For this case, in transporting and placing waterproofing and concrete on the bridge floor, individual transporting units in excess of 1,000 pounds including material will not be permitted and hand finishing will be required.

Joints

Sliding surfaces of expansion plates shall be planed true and smooth, the marks of the plane paralleling the movement of the joint. Expansion plates shall be well anchored as shown on the plans. All sliding surfaces of expansion plates shall be thoroughly coated with a mixture of graphite and grease just before being placed in position and special care taken to avoid placing concrete in such manner as to interfere with their free action.

Open joints shall be placed at locations designated on the plans and shall be formed by the insertion and subsequent removal of a template of timber, metal or other suitable material. The method of insertion and removal of joint templates shall be such as to avoid the possibility of chipping or breaking down at the

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edges and the templates shall be so constructed that their removal may be readily accomplished without injury to the work.

Unless otherwise shown on the plans, the expansion joints in the exposed faces of masonry shall be filled for a depth of one (1") inch from the exposed surface with an approved plastic cement which is colored to match the concrete or mortar joints, the balance of the joint shall be filled with premoulded joint material.

False joints matching those in the adjacent pavement shall be formed in structural roadway slabs as shown on the plans or directed by the Engineer.

Construction Joints
Joints not indicated on the plans shall be so made and located as to least impair the strength of the structure. Where a joint is to be made, the surface of the concrete shall be thoroughly cleaned and all laitance removed. In addition to the foregoing, all joints shall be thoroughly wetted and slushed with a coat of neat cement grout immediately before placing of new concrete.

At least two hours must elapse after depositing concrete in the columns or walls before depositing in beams, girders or slabs supported thereon. Beams, girders, brackets, column capitals, and haunches shall be considered part of the floor system and shall be placed monolithically therewith.

Construction joints in floors shall be located near the middle of the spans of slabs, beams, girders or unless a beam intersects a girder at such point in which case the joints in the girders shall be offset a distance equal to twice the width of the beam. In this last case provision shall be made for shear by use of inclined reinforcement.

Sidewalk Finish on Bridges
Sidewalk finish shall have a one inch wearing surface of mortar, composed of one part Portland cement and two parts fine aggregate, applied at the same time the concrete is placed, to insure thorough bonding. The surface shall be worked, floated and otherwise finished as directed by the Engineer, and marked off at intervals of about six feet unless otherwise shown on the plans. The one inch wearing surface will be paid for at the unit price bid for the concrete with which it is bonded.

Finishing Surfaces
The upper surfaces of bridge seats or other bearing surfaces under metal shall be left approximately 1/4 of an inch high and bush hammered to the exact level, unless otherwise noted on the Plans or directed by the Engineer. Where so indicated on the drawings, surfaces shall be tooled or treated by sand blast.

Regardless of any other provisions of these specifications, and subject to the approval of the Engineer, the forms carrying no load, on side faces to be finished may be removed 24 hours to 72 hours (depending on the temperature and the kind of cement used) after the concrete is poured. Immediately after forms have been removed, surfaces that will be exposed in the finished structure shall have all projections and irregularities carefully removed and all cavities neatly filled with mortar of the proportion used in concrete.

Plastering of surfaces will not be allowed. The surface film of all such pointed surfaces shall be carefully removed before setting occurs. The surfaces shall then be given one of the following finishes:

Surface Finish: Surfaces exposed to view shall, unless otherwise indicated on the plans, be defined as follows:

Copings, Railings and Curbs: All surfaces, except the upper horizontal surfaces not subjected to wear including Columns, Spandrel Walls, Piers, Abutments, Wingwalls and Retaining Walls. All surfaces not in contact with earth and above low water, except the bridge seats, face of back walls and the upper horizontal surfaces not subjected to wear.

Arch Ribs or Rings: All surfaces not in contact with earth and above low water except that portion of the extrados which cannot be seen.

Slabs, Beams and Girders: For structures over highways and railroads, all surfaces above the ground except sidewalk and roadway surfaces. For structures over streams, the fascias, such as the outside surface of outside beams and girders.

For all surfaces the Engineer shall be the sole judge of what surfaces may be seen and also of the elevation which is deemed to be low water.

If in the opinion of the Engineer any exposed surfaces do not present a smooth surface of even texture and appearance, then the following finish shall be repeated as many times as the Engineer deems it necessary, to secure a satisfactory finish. The Engineer shall be the sole judge of the amount of rubbing which will be required.

Immediately after the forms are removed, and necessary patching and smoothing is done, the surface shall be wetted and rubbed with No. 16 Carborundum brick or other abrasive until it is even and smooth and of uniform appearance, without applying any cement or other coating.

The final finish shall be obtained by a thorough rubbing with a No. 30 Carborundum brick or other abrasive of equal quality. After the final rubbing, the surface shall be drenched and kept wet for a period of 7 days, unless otherwise directed.

Railing balusters and other precast members which have been disfigured by the drip from the abrasive shall be thoroughly cleaned by means of a dilute solution of muriatic acid.

Treatment and Finish for Horizontal Surfaces Not Subjected to Wear: All upper horizontal surfaces such as the tops of handrail posts and caps and the tops of parapets, copings and bridge seats shall be formed by placing an excess of material in the forms and removing or striking off such excess with a wooden templet, forcing the coarse aggregate below the mortar surface. The use of mortar topping for concrete railing caps and other surfaces falling under this classification will in no case be permitted.

The final finish for caps and railings shall be obtained in one of the following ways as specified: After the concrete has been struck off as above described, the surface shall be thoroughly worked and floated with a wooden, canvas or cork float. The operation shall be performed by skilled and experienced concrete finishers. Before this last finish has set, the surface shall be lightly striped with a fine brush to remove the surface cement film, leaving a fine-grained, smooth, but sanded texture.

In lieu of the above, the surface may be finished with a rough carpet float or other suitable device leaving the surface even but distinctly sandy or pebbled in texture.

Embedded Stone

Boulders and fragments of rock may be embedded in a large mass of second and third-class concrete. Each stone before being embedded or placed shall be thoroughly washed and scrubbed, if necessary, to free it from all dirt. Stones embedded in concrete shall be at least three inches apart at all points, and no stones shall be placed within three inches of any face of the concrete. Stones shall be laid on their largest bed and worked down into the concrete by bars so as to exclude air from any pockets in the lower surface of the stone.

Weep Holes

The contractor shall construct weep holes in all retaining walls and abutments at such points as are indicated on the plans or designated by the Engineer. Payment for all labor and materials required to construct and protect these weep holes will be included in the contract price for concrete.

Damaged Concrete

All damage to or disfigurement of concrete of any kind occurring prior to the final acceptance of the work shall be remedied by the Contractor at his own expense and to the satisfaction of the Engineer.

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Foundation for Concrete
Where concrete is to rest on any excavated surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and the final removal of material to grade shall not be made until just before the concrete is laid; except in concrete foundations for pavement.

The excavation lines and bases of structures shown on the plans shall be considered as only approximate; and when ordered in writing by the Engineer, shall be placed at such an elevation or changed to such dimensions as will give a satisfactory foundation. Any additional concrete that may be ordered by the Engineer below or beyond the lines shown on the plans will be paid for at the contract price.

No structure shall be commenced without the Engineer's approval.

All rock or hardpan foundation surfaces shall be freed from loose pieces, cut to firm surfaces and cleaned to the satisfaction of the Engineer, before laying concrete. All seams shall be cleaned out and filled with concrete or mortar; and payment for such cleaning out and filling shall be made at the contract price for the class of concrete used.

Concrete Parapets
In no case shall concrete parapets or balustrades be placed until the centering or false work for the span has been released and in the case of steel bridges, the riveting completed. In the case of earth filled arch bridges the parapets or balustrades shall not be poured until the fill has been placed.

Concrete Floors
Before concrete floors are placed on steel-spans the centering under the bridge shall be released and the span swung free on its supports and the riveting completed.

The operation of placing the concrete in any floor slab shall be continuous between construction or expansion joints.

On steel truss or open Spandrel concrete spans, the concrete in the floor system shall be placed symmetrically about the center line of the span, beginning at the center and working simultaneously toward each end, or beginning at the ends and working simultaneously toward the center. Care shall be taken to prevent the displacement of reinforcement during the placing of concrete.

If for any reason it becomes necessary to introduce a construction joint, this shall be formed by means of a vertical bulkhead so constructed as to produce a key or dove-tailed joint, and shall be placed as shown on the plans or as directed by the Engineer.

In placing concrete around steel shapes it shall be placed only on one side of the shape until it slushes up over the bottom flange of the shape on the opposite side, after which it shall be placed on both sides to completion.

ARTICLE 28. PAINT AND PAINTING

General
All paint furnished must be shipped in strong, substantial containers, plainly marked with the name, weight and volume of paint content, together with the color, formula and name and address of manufacturer.

Unless otherwise provided, the materials entering into the composition of paints shall conform to the requirements of the Federal Specifications Board on Paints issued by the U.S. Bureau of Standards, and in the examination of paints the methods specified shall be used.

All paints and coatings shall comply with VOC (volatile organic compounds) content limits in accordance with current environmental regulations.

Requirements
The paints shall consist of pigments of the required fineness and composition ground to the desired consistency in pure raw linseed oil in a suitable grinding machine, to which shall be added additional oil and drier as herein-after specified.

The linseed oil, thinner and drier which are to be used in the preparation of the paints shall meet the following requirements: Raw linseed oil shall meet the requirements of the Standard Specification for “Raw Linseed Oil” of A.S.T.M. D-234 latest issue.

Boiled linseed oil shall meet the requirements of the Standard Specification for “Boiled Linseed Oil” of A.S.T.M. D-260 latest issue.

Thinner
(a) The turpentine used shall either be the distillate commonly known as "Gum Spirits of Turpentine" or "Steam-Distilled Wood Turpentine" meeting the requirements of the Standard Specification for “Spirits of Turpentine” of A.S.T.M. D-13 latest issue.

(b) Mineral Spirits. The mineral spirits shall be clear and free from suspended matter and water and shall meet the requirements of Standard Specification for ‘Mineral Spirits (Petroleum Spirits) (Hydrocarbon Dry Cleaning Solvent)” of A.S.T.M. D-235 latest issue.

The color shall be "Water White".

Spot Test: The mineral spirits shall evaporate completely from filter paper.

The flash point shall be not lower than 30°C (86°F) when tested in a closed cup tester. Sulphur shall be absent, as determined by the white lead test.

The distillate below 130°C (266°F) shall not exceed five percent.

The distillate below 230°C (446°F) shall be not less than ninety-seven per cent.

The reaction shall be neutral.

Drier
The drier shall be composed of manganese or cobalt, or a mixture of any of these elements combined with a suitable fatty oil, with or without resins or "gums" and mineral spirits or turpentine, or a mixture of these solvents. It shall be free from sediment and suspended matter. The drier when flowed on metal and baked for two hours at 100°C (212°F) shall leave an elastic film. The flash point shall be not lower than 30°C (86°F) when tested in a closed cup tester.

It shall mix with pure raw linseed oil in the proportion of one volume of drier to nineteen volumes of oil without curdling, and the resulting mixture when flowed on glass shall dry in not more than eighteen hours. When mixed with pure raw linseed oil in the proportion of one volume of drier to eight of oil, the resulting mixture shall be no darker than a solution of 6 g. of potassium bichromate in 100 cc. of pure sulfuric acid of specific gravity 1.84.

Black Paint
The paint shall be well ground, shall not settle badly or cake in the container, shall be readily broken up with a paddle to a smooth, uniform paint of good brushing consistently and shall dry within eighteen hours to a full oil gloss without streaking, running or sagging. The color and hiding power shall be that which may be specified.

Pigment: The pigment shall consist of carbon black 35 to 50 percent and the balance insoluble silicates.

Liquid: The liquid in the paint shall consist of not less than eighty percent of pure linseed oil, previously specified, the balance to be combined drier and thinner.

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THE PAINT SHALL CONSIST OF:	MIN. PERCENT	MAX. PERCENT
Pigment	40	45
Liquid (containing at least 80% Linseed Oil)	55	60
Water	--	0.5
Coarse particles and "skins" (total residue retained on 325 sieve on pigment)	--	1.5

White Paint

The paint shall be well ground, shall not settle badly or cake in the container, shall be readily broken up with a paddle to a smooth, uniform paint of good brushing consistency, and shall dry within eighteen hours to a full oil gloss without streaking, running or sagging. The color and hiding power shall be equal to that which may be specified.

Pigment:

THE PIGMENT SHALL BE COMPOSED OF	MINIMUM PER CENT	MAXIMUM PER CENT
Pigment color	50	70
Zinc Oxide (ZnO)	30	40
Silica, magnesium silicate, aluminum silicate, barium sulphate, or any mixture thereof.....	--	10

Liquid: The liquid in the paint shall consist of not less than ninety percent of pure raw linseed oil previously specified, the balance to be combined drier and thinner.

THE PAINT SHALL CONSIST OF:	MINIMUM PERCENT	MAXIMUM PERCENT
Pigment	62	66
Liquid (containing at least 90% Linseed Oil)	34	38
Water	--	0.5
Coarse particles and "skins" (total residue retained on 200 sieve on pigment)	--	0.5

Black Enamel Paint

The paint shall be well ground, shall not settle badly or cake in the container, shall be readily broken up with a paddle to a smooth uniform paint of good brushing consistency and shall dry to a full gloss without streaking, running or sagging.

The formulas for making twenty (20) gallons of Black Enamel Paint are as follows:

Eighty-one (81) pounds of Basic Paste of which the pigment is six (6) per cent minimum and the vehicle is ninety-four (94) per cent maximum. The vehicle shall be an alkyd resin solution of ninety-four (94) percent minimum and six (6) percent dipentene maximum.

The pigment shall be standard grade carbon black, color #26 and shall meet the requirements of the N.Y.C. Dept. of Citywide Administrative Services Specification No. 31-P-93:66.

The alkyd resin solution shall meet the requirements of the N.Y.C. Dept. of Citywide Administrative Services Specification No.31-E-10:92.

To this is to be added the following vehicle:

Seven (7) Gallons	Mineral Spirits
Two and one-half (2 ½) Gallons	Esteral #750
Two Pounds Ten Ounces (2 lbs. 10oz.)	Drier (32%)
One Pound Five Ounces (1lb. 5oz.)	Cobalt Drier (6%)
Ten Ounces (10 oz.)	Manganese Napthenate Drier (6%)

The mineral spirits shall meet the requirements of the N.Y.C. Dept. of Citywide Administrative Services Specification No. 31-M-1:91.

The liquid paint driers shall meet the requirements of the N.Y.C. Dept. of Citywide Administrative Services Specification No. 31-D-1:64.

Colored Paint

The colored paints will be ordered in the form of ready-mixed paint and they shall meet the requirements as to composition as called for under White Paint but having substituted for the extending pigments sufficient suitable pigment color in order to furnish the required color and hiding power. The paint for first coat shall be tinted lighter in color than the second coat.

Aluminum Paint

Requirements--Metal Portion: The metal portion of aluminum paste shall be made from commercially pure aluminum and shall be in the form of fine flakes. It shall contain no filler or adulterant such as mica, shall be suitable for making aluminum paint and shall meet the requirements of N.Y.C. Dept. of Citywide Administrative Services Specification No. 31-P-95:94 and shall meet the following requirements:

Paste:

Coarse particles, using alcohol or mineral spirits as the wash liquid:	**Minimum Percent**	**Maximum Percent**
Total residue retained on No. 200 sieve	--	0.5
Total residue retained on No. 325 sieve	--	3.0
Fatty or oil matter (polishing lubricant)	--	3.0
Non-volatile portion	63	--

Liquid Portion: The liquid which the aluminum bronze powder is compounded to form the paste shall be completely volatile at 105°C.

Leafing properties: The aluminum paste shall show a leafing percentage of a minimum of 60% and shall show a leafing percentage of a minimum of 60% after heating in a closed vessel for three (3) hours at a temperature of 45°C.

Settling: There shall be no appreciable settling out of the metallic portion of the paste in the container, i.e., no free liquid shall be present.

Paint Film: The paint shall be made by mixing with a spar mixing varnish meeting U.S. Navy

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Department Specification TT-V81 in the proportion of two (2) pounds of aluminum paste to one (1) gallon of vehicle and shall give a free flowing, smooth, continuous coating, free from breaks and sags when applied to a smooth, vertical steel surface.

Determination of Leafing Properties: This determination requires the use of a polished steel spatula having a blade substantially free from taper and of the following dimensions:

Length.....5-1/2 inches (minimum)
Width.....1/2 to 9/16 inch
Thickness.....1/16 inch (maximum)

A test tube 6 inches long by 1/4 inch diameter is also required. The leafing reagent or vehicle is made by dissolving 30 gr. of finely powdered (100 mesh) hard cumarone resin in 100 cc. of volatile mineral spirits having a specific gravity at 60°F. of 0.794 and meeting the requirements of the Federal Specification No. TT-T-291. Solution of the resin may be hastened by warming the mixture. The specific gravity of the solution at 600F. is adjusted between the limits of 0.875 and 0.882 by the addition of sufficient mineral spirits. The resulting mixture is allowed to settle and the clear supernatant solution decanted for use in the test. To determine the leafing percentage a 3-1/2 gr. sample of the paste is thoroughly mixed with 25 cc. of the leafing reagent and transferred to the test tube to a depth of 11.5 cm. The tube is closed with a stopper and rotated until a uniform suspension is formed. The clean spatula is then dipped into the mixture, maintained at a temperature or 77°F plus or minus 5°F rotated for 20 seconds, withdrawn at a uniform rate of speed requiring a total time of 6 seconds plus or minus 1 second without touching the sides of the test tube, and suspended vertically in free space for 2 minutes. The height of the perfectly leafed area, defined as that portion of the completely covered surface free from cracks or breaks and possessing a high luster or mirror-like reflection, is then measured. The per cent leaf is defined by the equation:

$$\frac{\text{Length of Perfectly Leafed Area}}{\text{Total Depth of Immersion}} \times 100 = \text{Leafing Percentage}$$

Determination of Leaf Retention after Heating: After determining the leafing properties of the sample of paste as described above, place 10 gr. of paste in a mall, loosely closed, container and heat in an oven at 45°C for 3 hours. Again measure the leafing properties to determine the loss of leaf caused by heating.

Painting of Metal Structures

The painting of metal structures shall include, unless otherwise provided in the contract, the proper preparation of the metal surfaces, the application protection and drying of the paint coatings, the protection of pedestrian, vehicular or other traffic upon or underneath the structure and sub-structure, the protection of all portions of the structure (super-structure and sub-structure) against disfigurement by spatters, splashes and smirches of paint or of paint materials, and the supplying of all tools, tackle, scaffolding, labor, workmanship and materials necessary for the entire work.

Paint shall be applied by means of brushed only. All brushes shall be either round or oval in shape. The paint when applied shall be so manipulated under the brush as to produce a uniform even coating in close contact with the metal or with previously applied paint. In general, the primary movement of the brush shall describe a series of small circles to thoroughly fill all irregularities in the surface, after which the coating shall be smoothed and thinned by a series of parallel strokes.

To secure a maximum thickness of paint film upon the rivet heads and edges of plates, angles, or other rolled shapes, these areas shall be "striped" in advance of the general painting, and shortly afterward shall be given a second or "wash" coat when the general coat is applied. The paint shall be kept stirred while being applied. The paint shall be well worked into all joints and open spaces.

Paint shall be thoroughly stirred, preferably by means of mechanical mixers, before being removed from the containers, and to keep the pigments in suspension it shall be kept stirred while being applied.

All painting must be done in a neat and workmanlike manner.

On all surfaces which are inaccessible for paint brushes, the paint shall be applied with sheepskin daubers specially constructed for the purpose.

All metal coated with impure or unauthorized paint shall be thoroughly cleaned and repainted to the satisfaction of the Engineer, at the expense of the Contractor.

If it is necessary in cool weather to thin the paint in order that it shall spread more freely, this shall be done only by heating in hot water or on steam radiators.

Shop Painting

All dirt, rust, loose mill scale, grease, and other foreign matter shall be removed from the surfaces required to be shop painted, by means of an oxygen acetylene torch.

The torches to be used shall be of two general types: type one shall be used for flat surfaces, and type two shall be used for rivet heads, fittings, and other projections inaccessible to torch type number one. Torch type No. 1, multiple tip type, consists of multiple flame orifices arranged so as to give a wide flat series of neutral clear cone flames. Torch type No. 2, round tip type, consists of multiple orifices so as to give a circular series of neutral clear cone flames.

All surfaces of structural steel to be shop painted shall be flame cleaned with the proper type of torch traversed over the surface at a rate of speed necessary to dehydrate and remove loose mill scale, etc. Immediately after the application of the flame, surfaces shall be hand wire-brushed and swept clean of loose particles and dust. Cleaning by means of compressed air will not be permitted.

The conditions under which the flame cleaning of structural steel surfaces shall be undertaken shall be such that the following objectives will be attained: Removal of foreign matter, dehydration of the surface, and application of paint before recondensation of moisture on steel.

Paint shall be applied to the surface promptly after cleaning, but in no case shall paint be applied more than two hours after the flame cleaning of the surface or when the metal has absorbed sufficient heat to cause the paint to blister and produce a porous paint film or when the temperature of the steel and the surrounding air is less than 40°F. Erection marks shall be painted upon painted surfaces. Unless otherwise noted on the drawings, all steel work, after it has been approved by the Inspector and before leaving the shop, shall be given one coat of alkyd-linseed oil primer paint.

The paint shall be carefully and thoroughly applied and well worked into all joints and open spaces. All surfaces in contact shall be cleaned (but not painted) before assembling.

All surfaces not accessible after erection, except surfaces in contact, shall receive two shop coats the second to be of the proportions specified for the first field coat and tinted as directed. All open spaces, where, in the opinion of the Engineer, water is apt to accumulate and corrosion occur because of the impossibility of painting, shall be filled thoroughly and carefully with litharge or approved substitute.

All surfaces embedded in concrete shall be cleaned but not painted. Tops of beams in contact with concrete slabs shall be painted. Machined surfaces shall be given a heavy coat of metal lacquer or other approved coating before leaving shop. Surfaces to be welded shall not be painted until welding is completed. Where welding is to be done in the field, the shop painting shall consist of a coat of linseed oil.

No material shall be shipped until the shop paint has dried sufficiently to preclude injury from shipping or handling.

Field Painting

After arrival at the site, all surfaces of members which will be inaccessible after erection and which are to be given the first field coast of paint in the shop shall be given two coats of paint corresponding to the second and third field coats as specified herein.

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Prior to application of any coat of paint, all damage to the previous coat shall be touched up with the corresponding specified paint, each coat being allowed to dry thoroughly before the subsequent coat is applied. The Contractor shall restore any damage that may have been caused to other parts of the structure. Immediately after they have been inspected and approved, heads of field rivets shall be given a coat of paint of the proportions and quality specified for shop paint.

The underside of each fixed shoe and bed plate shall be cleaned of all foreign matter but shall not be painted.

When the erection work is complete including all riveting, straightening of bent metal, etc., all adhering rust, scale, dirt, grease or other foreign matter shall be removed from steel surfaces by means of approved power wire brush apparatus. Oil and grease shall be removed by the use of gasoline or benzine; bristle and wood fibre brushes may be used for removing loose dust; upon permission of the inspector, brushes, scrapers, chisels, hammers, and other effective means may be employed when necessary.

All painting shall be done in dry weather. The steel shall be free from moisture or frost when being painted, and the temperature of both the steel and the surrounding air shall be at least 40°F and rising. Painting shall not be done when the metal has absorbed sufficient heat to cause the paint to blister and produce a porous paint film. Field painting shall not be started until so directed by the Engineer and in no case shall surfaces, which are liable to be damaged by concrete work be painted until after the concrete work is completed and the forms removed. As soon as the concrete work is done to the satisfaction of the Engineer, all surfaces except as noted on the drawings and otherwise herein specified, shall be given three field coats of paint. The second and third field coats of paint shall not be applied until the preceding coat has dried thoroughly.

Paint Packages and Thinning

All paint furnished must be shipped in strong, substantial containers, plainly marked with the name and address of manufacturer. The paint shall be delivered in sealed packages and the Inspector shall be permitted to seal the packages at any time during the progress of the Work. The seals shall be broken by the Inspector only, and no paint shall be used until accepted by the Engineer. No thinning of the paint, or the addition of any material whatsoever, will be permitted except by order of the Engineer.

GENERAL CONDITIONS
SECTION C - SPECIAL PROVISIONS

ARTICLE 1. DESCRIPTION OF WORK

This Contract provides for MANNAHATTA PARK RECONSTRUCTION

The Work includes This project will reconstruct Mannahatta Park. The project includes both repairs and renovations to the entire park. We will be using previously granted federal funds for these renovations along with donated funding for improvements to landscape plantings.

The above enumeration of the general scheme is not to be construed as including all items and operations necessary for the completion of the Work. All Work shall be completed according to the Contract Documents and as directed by the Engineer.

Any references to "Owner" in the Contract Documents shall mean the "Agency" as defined in the City of New York Standard Construction Contract.

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ARTICLE 2. CONTRACT DRAWINGS AND SUPPLEMENTARY DRAWINGS:

The general character and typical sections and details are shown on the following drawings:

"CITY OF NEW YORK

PARKS AND RECREATION

OLMSTED CENTER

FLUSHING MEADOWS-CORONA PARK

FLUSHING, NEW YORK 11368

CONTRACT DRAWINGS FOR

MANNAHATTA PARK RECONSTRUCTION

which drawings are hereinafter referred to as the Contract Drawings or Plans.

LIST OF DRAWINGS

SHEET NO.	DRAWING NO.	TITLE
1	T001.00	TITLE SHEET
2	G001.00	GENERAL INFO & NOTES
3	G002.00	NOTES
4	V101.00	TOPOGRAPHIC SURVEY 1
5	V102.00	TOPOGRAPHIC SURVEY 2
6	L101.00	TREE PROTECTION, STAGING & ACCESS PLAN (NORTH)
7	L102.00	TREE PROTECTION, STAGING & ACCESS PLAN (SOUTH)
8	L103.00	TREE PROTECTION SCHEDULE & NOTES
9	L104.00	REMOVALS PLAN (NORTH)
10	L105.00	REMOVALS PLAN (SOUTH)
11	L201.00	LAYOUT PLAN (NORTH)
12	L202.00	LAYOUT PLAN (SOUTH)
13	L203.00	MATERIALS PLAN (NORTH)
14	L204.00	MATERIALS PLAN (SOUTH)
15	L205.00	GRADING PLAN (NORTH)
16	L206.00	GRADING PLAN (SOUTH)
17	L207.00	PLANTING PLAN (NORTH)
18	L208.00	PLANTING PLAN (SOUTH)
19	L501.00	ENLARGEMENTS
20	L502.00	SECTIONS
21	L503.00	DETAILS
22	C201.00	WATER AND DRAINAGE UTILITIES PLAN
23	C501.00	RPZ ENCLOSURE DETAILS-TOP VIEW, ELEVATION & NOTES
24	E101.00	ELECTRICAL REMOVALS PLAN (NORTH)
25	E102.00	ELECTRICAL REMOVALS PLAN (SOUTH)
26	E201.00	SECURITY LIGHTING PLAN (NORTH)
27	E202.00	SECURITY LIGHTING PLAN (SOUTH)
28	E203.00	ELECTRICAL LEGENDS AND NOTES
29	E301.00	ELECTRICAL SITE PLAN (NORTH)
30	E302.00	ELECTRICAL SITE PLAN (SOUTH)
31	E501.00	ELECTRICAL DETAIL PLAN
32	P501.00	PUMP PIT MECHANICAL & PLUMBING REMOVAL PLAN DETAIL1
33	P502.00	PUMP PIT MECHANICAL & PLUMBING REMOVAL PLAN DETAIL 2

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LIST OF STANDARD DETAIL DRAWINGS APPLICABLE- BUT NOT INCLUDED
ALL DRAWINGS ARE FROM REVISION SET TYLA/146-R10 UNLESS OTHERWISE INDICATED

SHEET NO.	TITLE	REV. DATE
0	Table of Contents	
1	Construction Sign and Park Signage	1/27/2014
2	Drainage Details - No. 1	9/1/2020
4	Stormwater Management Details	9/1/2020
5	Parks Leaf Manhole and Catch Basin Covers	9/1/2020
7	Water Supply Details	9/1/2020
14	Bottle Filler	9/1/2020
16	Pavement Details - No. 2	9/1/2020
17	Curbs and Piers	9/1/2020
18	Curbs, Ramps, and Miscellaneous Details	9/1/2020
21	Concrete and Steel Game Table	9/1/2020
22	Concrete Game Table Layout and Bicycle Rack	9/1/2020
27	Bench, 1964 World's Fair	9/1/2020
38	Steel Guide Rail / Bollard Details	9/1/2020
58	Planting Details	9/1/2020
59	Tree Protection and Sediment Control	9/1/2020

ARTICLE 3. REFERENCED PROVISIONS (SCHEDULE A)

Pursuant to the sections of the Information for Bidders and the City of New York Standard Construction Contract referenced below, the Contractor shall observe the following requirements and provisions as indicated below.

Information for Bidders, Section 22

Bid Security	REQUIRED	5% bid bond **OR** 5% bid deposit	% based on the total bid price
Payment Security	REQUIRED	Payment Bond	100% of the Contract Price
Performance Security	REQUIRED	Performance Bond	100% of the Contract Price

NYC Standard Construction Contract, Article 14

The date for Substantial Completion is 365 consecutive calendar days from the Order to Work date.

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SCHEDULE A
General conditions including conditions relating to Article 22 – Insurance

PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS BID BOND The **Contractor** shall obtain a bid bond in the amount indicated to the right.	See Article 3
INFORMATION FOR BIDDERS PERFORMANCE AND PAYMENT BONDS The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	See Article 3
CONTRACT ARTICLE 14. DATE FOR SUBSTANTIAL COMPLETION The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right.	See Article 3
CONTRACT ARTICLE 15. LIQUIDATED DAMAGES If the **Contractor** fails to substantially complete the **Work** within the time fixed for Substantial Completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right. If the **Contractor** fails to furnish the As-Built Drawings in accordance with Article 9 of this Section, the **Contractor** shall pay to the **City** the amount indicated to the right unless expressly superseded elsewhere in the Specification. If the **Contractor** fails to furnish the Photographic Documentation in accordance with Article 12 of this Section, the **Contractor** shall pay to the **City** the amount indicated to the right. If the **Contractor** fails to correct tree protection deficiencies within 24 hours of notification by the Agency in accordance with Article 14 of this Section, the **Contractor** shall pay to the **City** the amount indicated to the right.	$500.00 for each consecutive calendar day past Substantial Completion date for Contracts under $1 million $1,000.00 for each consecutive calendar day past Substantial Completion date for Contracts $1 million or more $650.00 per sheet of As-Built Drawings not submitted in accordance with Article 9 of this Section (unless expressly superseded elsewhere in the Specification) $1,000.00 for each stage Photo Documentation not submitted in accordance with Article 12 of this Section $300.00 for each day tree protection deficiencies are not remedied in accordance with Article 14 of this Section
CONTRACT ARTICLE 17. SUB-CONTRACTOR The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed 50% of the **Contract** price

CONTRACT ARTICLE 21. **RETAINAGE** The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right.	When Performance and Payment Security are Required – 5% of the value of the **Work** When Performance and Payment Security are NOT Required and the **Contract** award amount does not exceed $1 million – 5% of the value of the **Work** When Performance and Payment Security are NOT Required and the **Contract** award amount is over $1 million – 10% of the value of the **Work**
CONTRACT ARTICLE 22. **(Per Directions Below)**	
CONTRACT ARTICLE 24. **DEPOSIT GUARANTEE** As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right.	1% of **Contract** price
CONTRACT ARTICLE 24. **PERIOD OF GUARANTEE** Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	One year
CONTRACT ARTICLE 74. **STATEMENT OF WORK** The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Contract Drawings**, **Specifications,** and all **Addenda** thereto, numbered **as shown in the column to the right.**	
CONTRACT ARTICLE 75. **COMPENSATION TO BE PAID TO CONTRACTOR** The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum **shown in the column to the right,** 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.**	Amount for which the **Contract** was awarded: $ _____

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SCHEDULE A
General conditions relating to Article 22 - Insurance

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the "Description of Operations" field).

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be **$1,000,000.00** per occurrence and **$2,000,000.00** per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08. Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).
■ Workers' Compensation Art. 22.1.2 ■ Disability Benefits Insurance Art. 22.1.2 ■ Employers' Liability Art. 22.1.2 □ Jones Act Art. 22.1.3 □ U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. **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 (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.

		Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.
□ Builders Risk	Art. 22.1.4	□ Required - 100 % of total Contract amount □ Required - 100 % of total bid amount for Item(s): **Contractor** the Named Insured; the **City** both an Additional Insured and one of the loss payees as its interests may appear. 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. Note: Builders Risk Insurance may terminate upon **Substantial Completion** of the **Work** in its entirety.
■ Commercial Auto Liability	Art. 22.1.5	**$1 million** per accident combined single limit 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
■ Contractors Pollution Liability	Art. 22.1.6	$1,000,000.00 per occurrence $2,000,000.00 aggregate Additional Insureds: City of New York, including its officials and employees
□ Marine Protection and Indemnity	Art. 22.1.7(a)	$_____ per occurrence $_____ aggregate Additional Insureds: City of New York, including its officials and employees

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□ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: City of New York, including its officials and employees
□ Marine Pollution Liability Art. 22.1.7(c)	$_____ each occurrence Additional Insureds: City of New York, including its officials and employees
□ Other Art. 22.1.8 Railroad Insurance	$_____ per occurrence $_____ aggregate Additional Insureds: City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and New York City Transit Authority, The Manhattan and Bronx Surface Transit Operating Authority, The Metropolitan Transportation Authority including its subsidiaries and affiliates, MTA Capital Construction, MTA Bus Company, and the City of New York as owner and the respective affiliates and subsidiaries existing currently or in the future of and successors to each indemnified parties listed herein.
□ Other Art. 22.1.8 Transportation Pollution Liability Insurance Contractor shall maintain pollution liability insurance or shall cause subcontractor performing Item(s) to maintain pollution liability insurance that provides coverage for bodily injury, including death, and property damage arising out of the transportation, storage and disposal of pollutants and pollution incidents created by loading or unloading vehicles. Such insurance shall protect the City of New York, including its officials and employees, as additional insureds. If commercially available, such insurance shall be maintained on an occurrence form. If occurrence form is unavailable and such insurance is written on a claims-made form, 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.	$_____ per occurrence $_____ aggregate Additional Insureds: City of New York, including its officials and employees

PART III. CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

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CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____

[Name of broker or agent (typewritten)]

_____

[Address of broker or agent (typewritten)]

_____

[Email address of broker or agent (typewritten)]

_____

[Phone number/Fax number of broker or agent (typewritten)]

_____

[Signature of authorized official, broker, or agent]

_____

[Name and title of authorized official, broker, or agent (typewritten)]

State of …….)

) ss.:

County of …….)

Sworn to before me this _____ day of _____ 20___

_____

NOTARY PUBLIC FOR THE STATE OF _____

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

Agency Chief Contracting Officer – Capital Projects
NYC Parks & Recreation
Capital Projects
Olmsted Center – Flushing Meadows Corona Park
Flushing, NY 11368

Rev. 6/9/2021

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ARTICLE 4. DEPARTMENT OF BUILDINGS - FILINGS AND INSPECTIONS

To the extent the Contract or the Engineer requires the Contractor to prepare, submit and file the forms necessary to obtain a Building Permit, Certificate of Occupancy, Certificate of Compliance, and/or forms of similar nature issued by the New York City Department of Buildings (DOB), such tasks shall be performed by a Professional Engineer licensed by the State of New York or by a registered DOB Filing Representative. All costs for retaining an Engineer or DOB Filing Representative for filing(s) as stated under this Article shall be borne by the Contractor and shall be deemed to be included in the Contract price unless otherwise stated.

ARTICLE 5. TESTING AND INSPECTIONS, GENERALLY

The Contractor is responsible for coordinating Special Inspections and notifying the Agency in writing at least 48 hours prior to each Special Inspection. The Contractor is required to make all required documentation and approvals available on Site for the Special Inspector's review. The Contractor is required to facilitate the Special Inspection by granting access to the Special Inspector and accommodating the inspection of the Work.

All methods of construction subject to testing and inspection by New York City Construction Codes shall be performed under the direct supervision of a Professional Engineer licensed by the State of New York. Materials subject to testing and inspection by New York City Construction Codes shall likewise be procured, furnished, and installed by the Contractor, unless prohibited by law, under the supervision of a Professional Engineer licensed by the State of New York.

SELECTION OF INSPECTORS: Except as specifically provided in the Specifications, the Engineer will select and designate all persons, firms, or corporations to make or witness all inspections, tests, or analyses, with or without reports.

NOTICE TO ENGINEER: The Contractor shall give notice in writing to the Engineer sufficiently in advance of the commencement of manufacture or preparation of special materials to be incorporated into the Work. Such notice shall contain a request for inspection and the dates of expected commencement and completion of the manufacture or preparation of materials. Upon receipt of such notice, the Engineer will either arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, notify the Contractor that the inspection will be made at a point other than the point of manufacture, or waive the inspection.

CERTIFICATES OF MANUFACTURE: When no direct test, inspection, or analysis of materials, products, or equipment is required at the point of manufacture, the Contractor shall submit evidence such as certificates of manufacture showing that the materials, products, or equipment to be used in the work have been manufactured and tested in conformity with the Specifications. These certificates shall include the results of physical tests and chemical analysis (where necessary) that have been made directly on the product or on similar products being fabricated by the manufacturer.

NON-TESTED MATERIALS: When materials or manufactured products comprise such small quantities that it is not practicable to make physical tests or chemical analysis directly on the materials or products furnished, a certificate stating the results of such tests or analysis of similar materials or products which were concurrently produced may, at the discretion of the Engineer, be considered as the basis for the acceptance of such materials or manufactured products.

NO SHIPPING BEFORE INSPECTION: The Contractor shall comply with the foregoing before authorizing the manufacture, production, preparation, or shipping of any material to be incorporated into the Work.

REJECTIONS: If the Engineer determines that material or equipment does not comply with the Contract, the Contractor will be notified and directed to refrain from delivering said material or equipment, or to promptly remove it from the site or from the work and replace it with acceptable material without cost to the City. Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall furnish the specifically named material or equipment or follow the appropriate procedure for approval of an equivalent.

COST OF TESTS: Unless otherwise specified, the costs of tests, inspections and analyses shall be borne by the Contractor and shall be deemed to be included in the Contract price. Where the Agency performs its own tests on materials or equipment to determine compliance with the Specifications, the Contractor shall reimburse the City for the costs of testing items rejected for noncompliance. Where independent third-party tests and inspections (including controlled inspections) of materials, equipment and construction are required by New York City Construction Codes and there is an obligation to avoid conflict of interest, the Agency will pay Inspectors and DOB approved testing laboratories directly.

ARTICLE 6. CONTRACTOR'S EMERGENCY CONTACT

Within 10 days of the Order to Work date, the Contractor shall furnish 24-hour telephone numbers of at least three responsible representatives who can be reached in times of emergency relating to the Work or the Site.

ARTICLE 7. MATERIAL, EQUIPMENT, AND SUBCONTRACTOR APPROVALS

SAME MANUFACTURER: All materials, equipment, and components of one and the same kind, type or classification and used for identical purposes shall be made by the same manufacturer.

APPROVED EQUAL: Whenever a material or piece of equipment is identified in the Contract Documents either by reference to a manufacturer's or vendor's trade name, catalogue number or make or by the name of a patentee, said identification is intended to establish a standard and shall be taken as intending to mean and specify the material, apparatus, equipment or process designated, or any other equal thereto in quality, finish and durability and equally serviceable for the purposes for which it is intended. Any material or equipment of other manufacturers and vendors which perform adequately the duties required by the general design may be considered equally acceptable provided that: (1) In the opinion of the Agency, the material, article or equipment so proposed is of equal quality, substance and function, and (2) The Contractor shall not provide or install any such proposed material, article or equipment without the prior written approval of the Project Manager.

Where the specifications or drawings require a specific product or its approved equal (including but not limited to benches, water fixtures, and play equipment) the Contractor is solely responsible for obtaining and installing or providing such product or its approved equal in compliance with any copyrights, trademarks, patents or other rights of any third parties in respect of such products. Whether by including it in the specifications, granting approval to a proposed equal, or otherwise, the City neither represents nor warrants that it has the right to fabricate itself or cause the Contractor or any other party to fabricate an approved equal product, and any such fabrication by the Contractor shall remain subject to any applicable rights of third parties.

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CERTIFICATION: Wherever certification by or membership in a nongovernmental entity or organization is required, such requirement may be fulfilled by equivalent qualifications or characteristics as determined by the Engineer. The foregoing shall not be construed to be a waiver or any legally required Federal, State or local certification or licensing requirement, nor shall it apply where certification by the manufacturer of materials or equipment is required.

DIRECT COMMUNICATION: Requests for an Agency representative to communicate directly with manufacturers, material providers or Subcontractors must be made in writing to the Engineer and are subject to Agency approval, which may be revoked at any time. Any such communications shall not in any way release the Contractor from its full responsibility under the Contract.

NO CLAIM OR EXTENSION: The Agency reserves unlimited discretion to approve or reject materials, equipment, certifications, or other requests made or proposed pursuant to this Article and is in no way obligated to explain or justify to the Contractor the basis for its decision. The Contractor shall not be entitled to any extension in the time for performance and shall have no claim in money or delay damages against the Agency for its use of such discretion or failure to provide a reason or justification for its decisions made pursuant to the matters governed by this Article.

ARTICLE 8. PARTIAL PAYMENTS FOR STORED MATERIALS

Pursuant to Article 42.2 of the City of New York Standard Construction Contract ("Standard Construction Contract"), the Commissioner may authorize partial payment for certain materials prior to incorporation of such materials into the Work subject to the following terms and conditions:

REQUEST AND ESTIMATE: The request for such partial payment shall be accompanied by a schedule of the types, prices, and quantities of materials, and shall state whether such materials are to be stored on the Site ("onsite") or off the Site ("offsite"). The Contractor shall include in each succeeding partial payment requisition a summary of materials stored which shall set forth the quantity and value of materials in storage at the end of each preceding estimate period, the amount removed for incorporation in the Work, the quantity and value of materials delivered during the current period, proof of insurance for the stored material, and the total value of materials on hand for which payment thereof will be included in the current payment requisition.

INSURANCE AND RISK: Materials stored offsite must be insured against all risk of loss or damage to the satisfaction of the Commissioner. The insurance policy shall remain in effect at all times the materials are stored offsite at no cost to the Agency and on terms as the Commissioner shall determine. The Contractor shall provide proof of insurance for the stored materials at the request of the Agency, and such proof shall be written in English and legible. The Contractor bears all risk and cost associated with storage and handling of materials until their incorporation into the Work, upon which the relevant provisions for inspection and guaranty apply.

OFFSITE STORAGE: Materials stored offsite may not be stored on the Contractor's premises except by written consent and according to the terms of the Commissioner. The Contractor shall set apart and separately store at the place or places of storage all materials and shall clearly mark same "PROPERTY OF THE CITY OF NEW YORK" and shall not at any time move any of said materials to another offsite place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage offsite for incorporation in the work upon approval of the Resident Engineer.

ONSITE STORAGE: Where the materials are to be stored onsite, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident

Engineer, will not interfere with the proper performance of the Work by the Contractor or by Other Contractors then engaged in performing work onsite. Such materials shall not, except for incorporation in the Work, be moved from their place of storage without the approval of the Resident Engineer.

TITLE: When requesting payment for such materials, the Contractor shall submit duly authenticated documents of title such as bills of sale, invoices or warehouse receipts along with the partial payment estimate. The executed bills of sale shall transfer title to the materials from the Contract to the City. In the event the invoices state that the material has been purchased by a Subcontractor, the Contractor must submit bills of sale transferring title to the materials from the Subcontractor to the Contractor.

EXCEPTION: Where the Contractor with approval of the Commissioner has purchased unusually large quantities of materials, the Commissioner may waive the requirements of the preceding paragraph provided the Contractor furnishes evidence in the form of an affidavit and such other proof as the Commissioner may require that it is the sole owner of such materials and has purchased them free and clear of all liens and encumbrances. In such event, the Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in the preceding paragraph, within seven (7) days after receipt of payment therefor from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that it has paid in full for all such materials shall preclude the Contractor from payments under this Contract.

PARTIAL PAYMENT: Upon proof to the satisfaction of the Commissioner of the actual cost of such materials and upon submission of proper proof of insurance, storage and title, the Agency will authorize payment in the amount of 85% of the lower of (1) the actual cost of such materials or (2) the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with Article 40 of the Standard Construction Contract.

PAYMENT OF BALANCE: Upon the incorporation into the Work of any such materials, which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the work pursuant to Article 42 of the Standard Construction Contract, less any sums paid pursuant to this Article 8.

Nothing in this Article shall be construed to obligate the Commissioner or Agency to accept or agree to a partial payment request made pursuant to Article 42.2 of the Standard Construction Contract. Payment made pursuant to this Article does not operate as an acceptance of materials or a waiver of any Agency right under this Contract including inspection, approval, and guaranty.

ARTICLE 9. AS-BUILT DRAWINGS

Unless waived by the Engineer in writing, the Contractor shall provide and maintain, at its own expense, one set of black and white prints of the Contract Drawings onsite. The Contractor shall designate a responsible person to maintain a currently up-to-date record on these prints showing all changes, additions or omissions made during the construction. Upon completion of the Work, the information on these drawings shall be incorporated into a set of "As-Built" drawings, prepared by the Contractor. These changes, additions and/or deletions shall be highlighted on the final submission with a graphic "bubble".

The Agency requires the submission of "As-Built" drawings in computer aided design software file format ("Auto-CAD" E-Transmit format for each drawing) and PDF files. To request digital drawing source files, the Contractor must submit a completed "Contractor Auto-CAD Data Request Form" with a new CD-RW, in a square plastic jewel case, to the Resident Engineer. The CD-RW with the approved files will be returned to the Contractor with the requested digital files. Upon completion of the "As-Built"

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drawings the Contractor shall return the CD-RW containing the "As-Built" information prepared to Agency CAD Standards in the same format/version. The Contractor shall also provide PDF files of the "As-Built" drawings. Both the Auto-CAD (E-Transmit) and PDF files shall be labeled with the same file names and drawing titles.

"As-Built" drawings of the construction plans including Final Surveys (when required), Irrigation Plans, etc. shall be submitted in one package including electronic files. For Multi-Site projects the "As-Built" drawings shall be submitted in one package containing documentation of all the sites, including electronic files. Separate CDs are not required for each site, and it is preferred that wherever possible all data be submitted on one CD.

Where the Agency does not have source documents in digital format the Contractor shall:

a) Prepare As-Built drawings in Auto-CAD (E-Transmit) and PDF formats

b) Utilize the version of Auto-Cad currently in use by the Agency

c) Utilize the Agency CAD standards

d) Submit a CD-RW containing Auto-CAD (E-Transmit) and PDF formats as noted above.

The final "As-Built" drawings and CD-RW shall contain the following on each drawing and digital file:

a) "Constructed By" followed by the Contractor's name, address and telephone number;

b) "Constructed For": The City of New York, Department of Parks & Recreation;

c) Project Title;

d) Contract Number (e.g., M010-211M, Q324-112M)

e) Drawing Title (e.g., Layout Plan, Electrical Plot Plan, Roof Drainage). Using only the term "As-Built" in the drawing title without providing the detail of what the drawing represents is unacceptable.

f) Date;

g) The words "As-Built";

h) The statement "I certify that this as-built drawing is complete and accurate."; and

Where the Project was constructed as designed, the Contractor can request in writing that As-Built drawings be waived. If the Agency waives As-Built drawings, the Contractor shall provide the Deputy Chief of Construction Resident with an affidavit, in a form acceptable to the Agency, containing the following information:

a) Project Title

b) Contract number

c) Date

d) Statement that the project was constructed as designed

e) Contractor's Signature

The "As-Built" drawings and CD-RW or affidavit must be submitted to the Agency within one (1) month of the Final Inspection for verification by the Resident Engineer. Acceptance of the "As-built" drawings, CD-RW and affidavit is subject to this verification. Upon the express written permission of the Commissioner or their designee, the Agency may accept submission of "As-Built" drawings via electronic transmission (e.g., email, FTP, cloud sharing service, etc.).

The Contractor's submission of approved "As-Built" drawings or affidavit as set forth above shall separately qualify as "required" documents under Article 45 of the Standard Construction Contract. Failure to supply approved "As-Built" drawings or affidavit as required under this Article shall result in liquidated damages in the amount set forth in Schedule A (Article 3) of this Section C in accordance with Article 15 of the Standard Construction Contract.

ARTICLE 10. THE SITE

ON-SITE "SUPER": The Contractor shall provide a qualified superintendent or site supervisor ("Super") who shall be continuously on Site when any Work is being executed. The Super shall be deemed to have the Contractor's authority to receive and execute any directions given by the Engineer.

FIELD OFFICE: When directed by the Engineer, the Contractor shall furnish and maintain an office at the Site during the Work at which office the Contractor's Super shall be present at all times while the Work is in progress. Such office shall be clearly labeled with a legible sign. Readily accessible copies of the Contract Documents including the Contract Drawings shall be kept at the field office of the Contractor.

CLEAN UP, MAINTENANCE AND PROTECTION: The Contractor shall, while the Work progresses and during the entire term of the Contract, keep the Site in a clean, well-maintained condition, free from rubbish and all undue accumulation of surplus materials. The Contractor shall protect and prevent damage to material, equipment, and persons within and around the Site, and shall repair any damage done to the Work and the Site. All possible fire precautions shall be taken. The Contractor shall water and mow the grass and remove snow and ice from paths and roads as necessary from the Order to Work date until the date of Substantial Completion.

USE OF PRIVATE PROPERTY: The Contractor hereby agrees not to occupy property adjacent to the Site unless an affidavit or other agreement granting such permission has been obtained from the owners or lessees of said private property and approved by the Engineer. Copies of all such permissions shall be approved by the Engineer prior to the placement of any materials or on private property.

COORDINATION WITH OTHERS: For Standard Construction Contract Articles 12, 13 and 32 and this paragraph only, the definition of "Other Contractor(s)" is expanded to also include any entity authorized by the Commissioner or by law to enter the Site. The Contractor shall not require any Other Contractor to add the Contractor as an Additional Insured to the Other Contractor's insurance policy as a condition precedent to: 1) permitting the Other Contractor to access or perform work on the Site or 2) complying with Article 12 of the Standard Construction Contract or any other provision of this Contract.

ARTICLE 11. SUBMITTALS

Submittals by the Contractor to the NYC Parks Department ("the Agency") shall be made as required electronically to the Designer with a cc to the Construction Director, Resident Engineer and the team's general shop drawings email address for In-house designed projects or electronically to the Consultant

Designer with a cc to the Parks Consultant Project Manager, Construction Director, Resident Engineer, and the team's general shop drawings email address for Consultant-designed projects for approval or for record as specified in the Contract Documents. All email addresses will be provided at the pre-construction meeting.

GENERALLY:
Submittals include but are not limited to: shop drawings; samples; catalogue cuts; manufacturers' manuals regarding installation, operation and maintenance; test reports; certificates, warranties and guarantees.

All submittals shall be accompanied by a dated transmittal sheet enumerating the contents of the submittal, and bearing the name, address and telephone number of the Contractor, and the name of the Contractor's project contact person.

WHEN REQUIRED:
Shop drawings and other submittals shall be furnished when specifically required in the Contract Documents, or when there is any departure from the materials, certifications or procedures specified in the Agency's Standard Details or the Contract Documents.

To the extent the Contract Documents do not fully detail or describe an aspect of the Work, the Contractor must furnish shop drawings and other appropriate submittals for approval prior to the start of any fabrication or construction.

EXCEPTION to REQUIREMENTS:
The requirement for the furnishing of shop drawings and other submittals may be waived by the Designer/ /Consultant Designer/Project Manager when the equipment, apparatus, device, or material to be furnished conforms in all respects to the Contract Documents.

GENERAL REQUIREMENTS for SUBMITTALS:

A) For each item submittal, the Contractor shall submit electronically a PDF file of the submittal as well as a transmittal memo. The subject line of the email shall include all relevant information including the contract number, item number and item name the submittal is for (i.e., SD#### / Contract Number / Item # / Item Name). As mentioned above, for In-house designed projects, the Contractor shall email a PDF file of the submittal as well as a transmittal memo to the Designer and cc the Construction Director, Resident Engineer, and the team's general shop drawing email address. For Consultant-designed projects, the Contractor shall email a PDF file of the submittal as well as a transmittal memo to the Consultant Designer and cc the Parks Consultant Project Manager, the Construction Director, Resident Engineer, and the team's general shop drawing email address.

B) For each sample submittal, the Contractor shall email photos of the samples (JPEG files less than 10 MB per email), a transmittal memo letting everyone know the samples are in the mail and provide any relevant package tracking information. For very large and/or heavy samples, the Contractor and Resident Engineer shall coordinate with the In-house Designer for In-house designed projects or the Consultant Designer and Parks Consultant Project Manager for Consultant-designed projects to have the samples made available for review either at the site or at the fabricator's/manufacturer's facility. The Contractor shall email photos of the samples and let everyone know the samples are available for review at the site or at the fabricator's/manufacturer's facility.

   If the sample is not too large or heavy, the Contractor shall follow the process below:

1- For In-house designed projects, the email shall be sent to the Designer and cc the Construction Director, Resident Engineer, and the team's general shop drawings email address. In the subject line of the email, the Contractor shall use the following format to identify all relevant information: SD#### / Contract Number / Item # / Item Name Sample. The Contractor shall ship or deliver the required number of samples as stated in the Contract Documents to the Designer at the Olmsted Center. If the Contract Documents do not state how many samples are required, 2 (two) identical samples shall be sent.

2- For Consultant-designed projects, the email shall be sent to the Consultant Designer and cc the Parks Consultant Project Manager, Construction Director, Resident Engineer, and the team's general shop drawings email address. In the subject line of the email, the Contractor shall use the following format to identify all relevant information: SD#### / Contract Number / Item # / Item Name Sample. The Contractor shall ship or deliver the required number of identical samples as stated in the Contract Documents – one to the Consultant Designer and one to the Parks Consultant Project Manager at the Olmsted Center. If the Contract Documents do not state how many samples are required, 2 (two) identical samples shall be sent (one directly to the Consultant Designer and one to the Parks Consultant Project Manager at the Olmsted Center).

C) The Contractor shall fully check and approve each submittal for completeness and compliance with the Contract Documents. The Contractor shall fully check and approve all material quantities, sizes, details, fabricating dimensions, temporary erection connections or closures, tolerances, and the proper fit or mating with adjacent materials. The Contractor shall also establish critical dimensions by means of field measurements taken from the work, arrange for fabrication to suit these dimensions and to fit actual construction conditions, and fully check and approve all information pertaining to fabrication processes and techniques of construction.

D) The Contractor shall identify deviations from the Contract Drawings and Specifications (hereinafter, "List of Deviations") and call attention to them by supplying a list of such deviations.

E) The Contractor shall require manufacturers of materials to provide installation specifications for the exact assemblies and construction as shown and required by the Contract Documents. The Contractor shall require manufacturers of materials to provide pertinent data establishing the compatibility and performance of their materials under the exact conditions shown and as required by the Contract Documents.

SPECIAL REQUIREMENTS for VARIOUS TYPES of SUBMITTALS:

Shop Drawings

The Contractor shall provide shop drawings showing the relationship of subject work to all related structures and contiguous work; show, identify and give dimensions of all external connections and attachments; and include notations on all physical, mechanical, and electrical characteristics for products and equipment, as appropriate, for identification and coordination. Suppliers' standard drawings showing components may be submitted only if they clearly show exact items required as above. The Contractor shall also cross-reference and identify related work as well as provide composite shop drawings showing work of separate suppliers, when required, to ensure full coordination and proper fitting of the work and when so directed by the Designer/Consultant Designer/Project Manager and/or Engineer.

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The term "By Others" (or the like) is not acceptable in the submission of shop drawings.

Brochures (including catalogue cuts, schedules, and manufacturers' installation instructions)
The exact item submitted for approval must be clearly identified. When several pages are required to show an assembly, each page and item shall be clearly marked, and the brochure shall be indexed for ready reference.

The Contractor shall furnish brochure submittals in the quantities required as detailed in the Contract Documents.

Samples
Samples shall reflect characteristics of the materials and finishes specified. Samples of any material to be used in the work must be furnished, whether samples are required in the specifications or not, upon request by the Engineer. All samples submitted must have all identifying information as specified above on a securely attached label. Pack samples to ensure arrival in prime condition. Samples will be retained unless otherwise specified (see Section A of this Contract). As mentioned above, for very large and/or heavy samples, the Contractor and Resident Engineer shall coordinate with the In-house Designer for In-house designed projects or the Consultant Designer and Parks Consultant Project Manager for Consultant-designed projects to have the samples made available for review either at the site or at the fabricator’s/manufacturer’s facility.

The Contractor shall furnish the quantity of samples required in the Contract Documents. If a quantity is not specified, 2 (two) samples are required.

Test Reports (including design mixes and material tests)
The Contractor shall provide complete technical reports of laboratory test results, in acceptable form, showing all information necessary to establish the quality of performance of the work tested and provide a statement on whether the mixes, tests, etc., conform to the Contract Documents.

The above requirements shall not restrict or affect the Agency's right to test materials itself.

Certificates and Labels
When specified, the Contractor shall furnish to the Agency authoritative evidence in the form of certificates of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

All such Certificates shall be on the letterhead of the certifying party and should be signed by an authorized representative thereof.

Warranties and Guarantees
When so required, the Contractor shall obtain all manufacturers' warranties and guarantees of all equipment and materials.

Sample warranties and guarantees shall be submitted to the Designer or Consultant Designer according to the process outlined above to prove that the materials and equipment meet the provisions of the specifications prior to installation. After installation or application of all such warrantied or guaranteed equipment or materials, the Contractor shall document the date of installation or application and the telephone numbers of the manufacturers' distributor(s) and authorized representative(s). Upon completion of the project, all signed and dated warranties and guarantees shall be collected and submitted electronically as a PDF file to the Construction Director.

The Construction Director shall distribute the warranty and guarantee information electronically as a PDF file to the following:

1. Chief of Staff for Innovation and Performance Management
2. Borough Foreman of Mechanics
3. Agency Resident Engineer

The delivery of such manufacturers' warranties and guarantees shall in no respect relieve the Contractor of any obligation under the preceding provisions of these documents.

The submission shall be made upon completion of the project and shall be submitted prior to final payment. The submission of the above is required for all contracts and should NOT be waived.

Operations and Maintenance Manuals
The Contractor shall supply copies of manufacturer's literature for new equipment. The literature shall include instructions for normal operation, normal preventive maintenance schedules, parts breakdown and diagnostics, and a parts list for reordering.

All such manufacturer's literature shall be submitted electronically as a PDF file to the Construction Director. The Construction Director shall distribute these manuals to the following:

1. Chief of Staff for Innovation and Performance Management
2. Borough Foreman of Mechanics
3. Agency Resident Engineer (for delivery to site)

APPROVAL PROCEDURE:
Only those items highlighted, labeled, and described in the List of Deviations (see "General Requirements for Submittals" section, paragraph D) will be reviewed by the Designer/Consultant Designer/Project Manager. Any changes or deviations from the Contract Plans and Specifications appearing in the submitted work which are not highlighted, labeled, and listed will be deemed a material breach of this Contract. No approval for changes or deviations from the Contract Plans and Specifications can be given unless those changes or deviations are highlighted on the shop drawings and other submittals, as well as labeled and described in the List of Deviations. No oral modifications will be accepted.

Subsequently, submittals will be stamped or marked with one of the following, indicating whether or not any further actions will be required of the Contractor.

For In-house designed projects:

(a) APPROVED - If the submittal is satisfactory, the Designer will stamp or mark the submittal "APPROVED," date it, and return it electronically to the Contractor. The Contractor may then proceed with fabrication.

(b) APPROVED AS NOTED - If the submittal requires minor corrections, the Designer will note the corrections on the submittal, stamp or mark it "APPROVED AS NOTED," date it, and return it electronically to the Contractor.

Fabrication may proceed only after incorporating the noted corrections. Any questions or objections to such corrections shall be communicated to the Designer immediately upon receipt by the Contractor of the returned submittal. Absence of such communication within 5 (five)

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working days should indicate the Contractor's acceptance of and compliance with the noted corrections.

(c) REVISE & RESUBMIT - Revise or correct the submittal or drawings and resubmit to the Designer within 5 (five) days. The Contractor must revise the submittal and resubmit it to the Designer to confirm the comments have been addressed.

In making corrections on submittals for resubmission, the Contractor shall make no changes beyond those noted or required unless such new or revised information is clearly identified and delineated on each resubmission as described in the section on List of Deviations.

(d) DISAPPROVED - If the submittal is unsatisfactory in the opinion of the Designer, the submittal will be stamped or marked "DISAPPROVED" and returned electronically to the Contractor. Unsatisfactory submittals shall be corrected and redrawn by the Contractor and resubmitted to the Designer.

The Contractor shall not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity until the revised resubmittal is approved by the Designer.

(e) ACTION NOT REQUIRED (N/A) - Where a submittal is primarily for information or record purposes, the accompanying transmittal shall be copied, stamped, or marked "ACTION NOT REQUIRED (N/A)" by the Designer and returned electronically to the Contractor.

For Consultant Designed projects, the Consultant Designer shall follow the same dispositions as above. Once the submittal or sample is reviewed and given a disposition, the Consultant Designer shall scan and save the submittal as a PDF file and email it to the Parks Consultant Project Manager. If the Consultant Designer's disposition approves something different than what was specified in the contract that was not previously discussed with and approved by the Parks Consultant Project Manager, the Parks Consultant Project Manager shall immediately bring it to the attention of the Parks Director of Landscape Architecture/Unit Director for further discussion to ensure a substitution is acceptable to the Agency and to determine if there's any cost impact to the project.

If the Agency is not in agreement with the Consultant Designer's disposition on the submittal, the Parks Consultant Project Manager shall have a discussion with the Consultant Designer to make it clear that the Agency does not approve of a substitution and provide written direction via email about how to proceed.

If Parks is comfortable with the disposition, the Parks Consultant Project Manager shall send the scanned submittal with the disposition back to the Contractor by replying to the email in which the shop drawing or notification of the sample was received, cc the Construction Director, Resident Engineer, and the team's general shop drawing email address.

The Agency will make every effort to review submittals and respond to the Contractor in a timely manner.

ARTICLE 12. PHOTOGRAPHIC DOCUMENTATION

The Contractor shall thoroughly document the entire progress of the Work at all Sites with clear, detailed photographic images sufficient to record the conditions existing prior to the commencement of Work and thereafter. Photographs shall be taken regularly and consistently throughout the progress of the Work and as directed by the Resident Engineer. The Contractor must ensure that critical elements of construction

and Work that cannot easily be inspected after its completion, such as underground utility operations and asphalt or concrete pouring, are especially well documented. The Resident Engineer shall, in their sole discretion, determine whether the Contractor has complied with the requirements of this Article.

If required by the Resident Engineer, the Contractor must engage the professional services of an experienced, competent photographer, as approved by the Agency's Construction Division Borough Director, to perform such photographic documentation in the event the Resident Engineer determines at any time that the Contractor's photographs insufficiently document the progress of the Work.

The photographic images and prints shall be considered "work made for hire" under applicable provisions of the Copyright Act, and the City shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might subsist. To the extent that such materials do not qualify as "work made for hire", the Contractor hereby irrevocably transfers, assigns, and conveys exclusive copyright ownership in and to such materials to the City, free and clear of any liens, claims or other encumbrances.

Photographic documentation shall be submitted at four (4) separate intervals as follows:

I. Prior to commencement of Work
II. At 1/3 Completion
III. At 2/3 Completion
IV. After Final Acceptance

At each of these four (4) Stages, the Contractor shall submit all the following to the Agency's Construction Division:

1. CD-R: Four (4) CD-Rs shall be provided; one at each completion interval as described above.

2. Prints: (4" x 6" at Phases II and III and 8" x 10" and Phases I and IV) standard single weight photographic paper, with smooth matte (semi-gloss) finish. Photographs shall have a minimum resolution of 600 dpi. Quantity of prints shall be at least:

    i. Thirty-six (36) Exposures, if Engineers Estimate for Contract is over $500,000.00.

    ii. Twenty-four (24) Exposures, if Engineers Estimate for Contract is over $100,000.00 and under $500,000.00.

    iii. Twelve (12) Exposures, if Engineers Estimate for Contract is under $100,000.00.

All photographs shall be digital or 35mm, and in Color. If the photographs are in 35mm format, a CD-R shall be created from the negatives and both the negatives and the CD-R shall be submitted. Prints shall be labeled in sequence with a permanent identification number inscribed thereon. On the CD-R files shall be named in sequence and with an identification number. An accurate date stamp shall appear on each photograph.

In addition to the proper identification numbers, Prints shall be further identified and concisely labeled on the face, by appropriate permanent markings or a permanent label consisting of the following information:

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a) Contractor Name;
b) Photographer Name;
c) N.Y.C. Dept. of Parks and Recreation;
d) Contract Number;
e) Project Title;
f) Photo Number;
g) Date; and
h) Description of the Specific Exposure/View, indicating location of camera (e.g., "Looking West on 12th Street, Between Avenues A and B, at Fence, from Play Equipment")

A corresponding log sheet shall be submitted with the CD and Prints in the same format as the identification labels described above.

Prints shall be mounted in approved archival quality photo pages of clear Polyethylene envelope sleeves, with pre-punched holes for 3-ring binders, as directed by the Engineer. In addition to the aforementioned CD and Prints, the Contractor shall also furnish hard-back cloth binders to hold all sets of prints.

Each CD shall be submitted in a clear jewel case. The CD shall be labeled with the following typewritten information:

a) Contractor Name
b) Contract Number
c) Capital Project Title
d) Date

Delivery: The Contractor shall deliver the prints flat, along with all other materials directly to Agency Construction Resident Engineer.

No direct payment will be made for processing, labeling, mounting, and delivering Photographs and CDs, but the cost thereof shall be deemed included in the prices bid for the various Items of this Contract. Upon the express written permission of the Commissioner or their designee, the Agency may accept submission of photographic documentation via electronic transmission (e.g., email, FTP, cloud sharing service, etc.).

The Contractor's submission of approved photographic documentation as set forth above shall separately qualify as "required" documents under Article 45 of the Standard Construction Contract. Failure to supply photographic documentation as required under this Article shall result in liquidated damages in the amount set forth in Schedule A of this Section.

ARTICLE 13. [INTENTIONALLY OMITTED]

ARTICLE 14. TREE WORK

PROTECTION OF EXISTING TREES:
The Contractor shall notify the Landscape Construction Unit (LCU) by email at Capital.Arb-Hort@parks.nyc.gov a minimum of 48 hours in advance of any work on or impacting existing trees as described in this Article and to formulate a Tree Protection Plan where none exists.

A Tree Protection Plan shall be formulated and/or finalized in consultation with the Resident Engineer, Landscape Architectural Designer, Capital Arborist, and the Director of LCU or their designated authorized representative.

This plan should include, but not necessarily be limited to, the location of temporary wooden tree guards, construction fence, temporary snow fence boundary, range fencing, micro tunneling, hand and/or pneumatic excavation, soil compaction prevention and mitigation requirements and a pruning and fertilization schedule. In addition, the plan should address the Contractor's operations, including designated staging areas, site access and stockpiling of materials.

The Tree Protection Zone (TPZ) shall be defined as the area within the drip line of existing trees, unless otherwise shown on the Tree Protection Plan included in the Contract Documents.

TREE PROTECTION PLAN:
Mandatory provisions of the Tree Protection Plan must always include at least the following provisions:

The Contractor shall not be permitted to park vehicles or equipment or to stockpile materials of any nature within the TPZ to minimize surface and subsurface root damage and soil compaction. This directive applies to all trees where the drip line is either fully or partially in the contract limit line.

All tree pruning and tree removal is to be performed by an arborist holding certification from the International Society of Arboriculture (ISA) or equivalent education and experience.

All contact between equipment and overhead tree limbs should be avoided. Bending or breakage of limbs is prohibited. If clearance pruning is proposed, it shall not be performed without written permission from the Director of LCU or their designated representative and then shall only be performed with professional equipment per the Agency's standards and specifications for such work.

All trees within the contract limit line are to receive at least one (1") inch (the equivalent of 750 gallons of water per 1000 square feet of Tree Protection Zone) of water per week between the months of March and October as directed by the Director of LCU or their designated representative. If rainfall in any given week is below this quantity, the Contractor must supplement the amount received by utilizing soaker hoses or as directed by the Agency. If a water source is unavailable at the site, then the Contractor must provide a water truck to apply the requisite amount of water.

Where excavation is performed within the TPZ for removal of existing features or installation of new work, the excavated area shall be backfilled immediately and/or roots shall be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Director of LCU or their designated representative. If directed, soaker hoses shall be installed to facilitate properly moist conditions. No pooling of water or continuous running water shall be permitted within the TPZ other than during the irrigation process.

The Contractor shall exercise extreme care in removing concrete or asphalt within the TPZ by lifting rather than dragging paving pieces. Tools and equipment for this activity shall be approved by the Director of LCU or their designated representative prior to the start of excavation.

Any excavation or trenching within a TPZ or elsewhere on the site as designated by the Director of LCU or their designated representative shall be performed by hand or pneumatic excavation, or micro tunneling.

If directed, the critical root zone of a tree shall be covered with wood chips to a depth of at least six (6") inches, with plywood or ground protection mats, or a combination thereof, to protect roots from damage caused by heavy equipment. Such covering shall be maintained during the course of construction and

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removed after the end of construction. Removal shall be by hand or as specified by the Director of LCU or their designated representative.

Tree guards with tree wraps and tree protection fences shall follow Parks specifications and standards and shall be installed as shown on the Tree Protection Plan. Fences and tree guards shall be maintained for the duration of the contract and shall not be removed or moved without written permission of the Director of LCU or their designated representative.

All tree protection fenced zones shall be so indicated with signage posted visibly on the fenced in area. Wording shall read "Tree Protection Zone", font to be Helvetica bold or Arial Black, 72-point minimum letters. Sign shall be 8 ½" x 11" in size, color of paper to be orange, laminated and fixed to fencing as directed. Signs shall be fixed to fencing at thirty (30') foot intervals. Signs will be provided and installed by the Contractor. The Contractor shall be responsible for maintaining signs for the duration of the Contract.

Plants shall not be placed within three (3') feet of the tree trunk unless approved and all planting beds within TPZ can only be installed in the presence of the Director of LCU or their designated representative.

All excavation and plant installation within the TPZ shall be performed by hand, with minimal soil disturbance. No roots shall be cut without the written authorization of the Director of LCU or their designated representative.

TREE PROTECTION DEFICIENCIES:
Failure to follow the tree protection guidelines in this Article 14 may result in an assessment of liquidated damages. When a tree protection deficiency, as determined by the Director of LCU or their designated representative is identified, it must be remedied within 24 hours of notification by the Agency. Failure to correct the deficiency within this timeframe will result in liquidated damages in the amount set forth in Schedule A of this Section.

REMEDIATION:
In the event of damage to trees resulting from the Contractor's work or failure to follow Article 14 guidelines, as determined by the Director of LCU or their designated representative, any of the following site restoration or mitigation measures may be required by the Agency. These measures shall be assumed at the expense of the Contractor and shall only be performed with the approval and under the direction of the Director of LCU or their designated representative.

a) Soil analysis and fertilization. Soil testing may be required to determine fertilization and soil amendment applications.

b) Decompact tree.

c) Soil aeration or pneumatic excavation.

d) Pruning of dead or diseased tree branches.

e) Root collar excavation, to remove any soil that accumulated around the base of the tree during construction.

f) Tree irrigation, for up to one (1) year after the end of construction. Method is to be as directed by the Director of LCU or their designated representative or as per the applicable specification.

g) Tree growth regulator.

h) Soil replacement in eroded areas.

i) Root pruning.

j) Bark tracing.

RESTITUTION:
TREE DAMAGE: For trees that are injured during construction but not destroyed, restitution will be enforced per Title 56 of the New York City Rules and Regulations, Chapter 5, Section 5-02(e) Injured Trees. Payment to the Department shall be the difference between the tree's condition appraisal, as per the NYC Parks Tree Valuation Method described in Section 5-02(a) before and after the damage. The damage assessment shall be determined by the Director of LCU or their designated representative. If no pre-damage assessment was made, the tree will be assumed to have been in perfect condition.

TREE DESTRUCTION/UNAUTHORIZED TREE REMOVAL: For trees irreparably damaged or destroyed and/or trees removed without authorization during the course of construction as determined by the Director of LCU or their designated representative, restitution will be enforced per Title 56 of the New York City Rules and Regulations, Chapter 5, section 5-02(c) and 5-02(d). Local Law 3 of 2010 shall apply and restitution shall be made according to the NYC Parks Tree Valuation Method, as determined by the Director of LCU or their designated representative. If no pre-damage assessment was made, the tree will be assumed to have been in perfect condition. For irreparable tree damage, the tree shall be removed at the Contractor's sole expense.

Restitution as described above will be as determined and directed by the Director of LCU or their designated representative and may include the following:

1. Direct planting by the Contractor or its Subcontractor of the required equivalent number of replacement trees at locations determined by the Director of LCU or their designated representative; or

2. A monetary credit for the value of the tree destroyed; or

3. A combination of (1) and (2) above, as determined by the Director of LCU or their designated representative.

QUARANTINE ZONES:
The Contractor shall comply with Federal and State regulations for plant pest and disease control.

QUARANTINE AREAS AND ORDERS FOR THE ESTABLISHMENT OF PROTECTIVE ZONE PROVISIONS: The Contractor is required to abide by all existing, new, or revised legislation and orders regarding quarantines and protective zones while working on this Contract. Full information can be obtained from Federal and State pest and disease control agencies and personnel.

UTILITY PRUNING REQUIREMENTS:
Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be pruned by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work must stop immediately, and the utility shall be notified.

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When climbing or working in trees, pruners shall try to position themselves so that the trunk or limbs are between their bodies and electrical wires. Pruners shall not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact threat.

Personal protective gear shall have appropriate all-electric characteristics needed for working near electricity.

ARTICLE 15. [INTENTIONALLY OMITTED]

ARTICLE 16. DEW POINT CHART FOR PAINTING

The following chart shall serve as a guide in finding the minimum allowable temperature for paint application under the various items of this Contract. The painting Contractor is required to carry a surface temperature thermometer to prove that the surface temperature is above the minimum as required in this Chart:

DEW POINT CHART (Degrees Fahrenheit)

Percent Relative Humidity	Ambient Air Temperature									
	20	30	40	50	60	70	80	90	100	110
90	18	28	37	47	57	67	77	87	97	107
85	17	26	36	45	55	65	75	84	95	104
80	16	25	34	44	54	63	73	82	93	102
75	15	24	33	42	52	62	71	80	91	100
70	13	22	31	40	50	60	68	78	88	96
65	12	20	29	38	47	57	66	76	85	93
60	11	19	27	36	45	55	64	73	83	92
55	9	17	25	34	43	53	61	70	80	89
50	6	15	23	31	40	50	59	67	77	86
45	4	13	21	29	37	47	56	64	73	82
40	1	11	18	26	35	43	52	61	69	78

DEW POINT: Temperature at which moisture will condense on surface. No coatings should be applied unless surface temperature is a minimum of 5 degrees F above this point. Temperature must be maintained during curing. To calculate the proper surface temperature, use the above charts follows:

EXAMPLE: If air temperature is 70 degrees F and relative humidity is 65%, the dew point is 57 degrees F. No coating should be applied unless surface temperature is 62 degrees F minimum.

ARTICLE 17. CONSTRUCTION CODES

The New York City Construction Codes (set forth in Title 28 of the New York City Administrative Code, as amended) ("Code" or "Codes") shall be considered a part of these specifications and all provisions of the Code which may apply to the work of this contract are part of these specifications as if repeated in full herein and shall be preferred to any provisions herein which may conflict.

ARTICLE 18. ENVIRONMENTAL AND SAFETY MANAGEMENT

This Article covers the requirements for a Construction Health and Safety Plan ("CHASP"). The Contractor shall prepare a CHASP that covers any visitor and Agency employees working at the Site. The plan shall be prepared by a New York State Qualified Environmental Professional (QEP) described in 6 CRRNY Part 375-1.2(a-k) or equivalent education and experience, as determined by the Agency.

The Contractor shall follow the instructions of this Article for activities associated with the Contractor's conformance with 29 CFR 1926 (OSHA's Safety & Health Regulations for Construction), as well as the Contractor's workers and the public's potential for being exposed to typical urban park soils (during the period of construction) and any chemicals brought to the construction site by Contractor's personnel (including equipment fuel and coolant).

The Contractor shall prepare and submit to the Agency a site-specific CHASP for each category of the Contractor's personnel performing soil excavation work or other work that requires personal protective equipment (PPE), designed to protect workers from serious workplace injuries or illnesses resulting from contact with chemical, physical, or other workplace hazards. Examples of PPE include gloves for protection of hands, hard hats for the protection of the head, goggles for eye protection, dust mask for respiratory protection, and protective coveralls for the protection of skin and prevention of contaminants adsorbing onto personal clothing. Also, the Contractor shall identify precautions to be taken to avoid chemical exposures by the public who may be in areas proximate to the Site. The Contractor must consider site-specific activities and conditions before selecting the level of worker protection and be prepared to adjust protective levels immediately should field conditions warrant a change.

If site-specific data is absent or incomplete, the Contractor shall assume that the site soil is urban fill possessing chemical constituents exceeding Restricted Residential Soil Cleanup Objectives (RRSCO) of 6 CCRNY Part 375-6.8(b).

The Contractor shall update the CHASP as required by addendum in the event of key site safety officer or site personnel changes and any substantive changes to the scope of work that may change worker protection methods or activities.

The CHASP shall, *at a minimum*:

a) Identify a Contractor representative who shall perform as the Site Safety Officer ("SSO") during the entire period of construction at the Site. The SSO shall be responsible for compliance with all State, local, and OSHA health and safety regulations. The SSO's name and mobile phone number shall be listed in the CHASP Emergency Contact List, along with that of the Agency's Resident Engineer (RE). Also included in the list are authorities to be called in case of emergencies, including chemical spillage.

b) List all chemical compounds (solids, liquids, and gases) and their reportable quantities (RQs) (i.e., reportable to the DEC, U.S. Coast Guard, US EPA, etc.) that the Contractor plans to bring to the site that, if spilled, would obligate the Agency to report them to City, State, and federal authorities (i.e., prepare a Spill Prevention Control and Countermeasures ("SPCC") Section of the CHASP). Typical construction equipment chemicals include gasoline (RQ of 5 gallons), diesel fuel (RQ of 5 gallons), and ethylene glycol (antifreeze coolant) (RQ of 1 pound). The SPCC must include this statement: *The Agency will make all spill reports to NYS DEC and other appropriate agencies unless there is a risk that the 2-hour deadline for spill reporting will not be*

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met; in that case, the Contractor may make the calls using the phone numbers listed in the Emergency Contact List Section of the CHASP *and inform the Agency about such calls.*

c) Provide a map to the nearest hospital emergency room, with the travel route clearly marked, with the name and phone number of the hospital in the Hospital Emergency Room Directions Section of the CHASP.

SUMMARY OF DELIVERABLES: The Contractor shall submit the CHASP to the Agency within thirty (30) days of Order to Work (OTW) date, and must, at a minimum, include the following information:

a) Identity of the Contractor's SSO and the Agency's Resident Engineer including their mobile phone numbers.

b) Spill Prevention Control and Countermeasures (SPCC)

c) Hospital Emergency Room Directions

d) Emergency Contact List

e) Site-specific precautions the Contractor will take to comply with 29 CFR 1926 regulations

f) Where current or historic environmental Site data has been provided by the Agency, this data should be included as an appendix to the CHASP.

ARTICLE 19. LICENSED PLUMBER REQUIREMENTS

It shall be unlawful for any person to perform plumbing work unless such person is a licensed master plumber ("Master Plumber") as defined in the New York City Construction Codes, or is working under the direct and continuing supervision of a Master Plumber, either personally or through one or more, but no more than three, levels of competent supervision over individuals performing the actual Master Plumber trade work who are: (a.) in the direct employ of an individual who is a Master Plumber; or (b.) in the direct employ of a plumbing business employing the Master Plumber licensee(s) in accordance with the limitations and requirements set forth for such business in the New York City Construction Codes; or, (c.) in the direct employ of a plumbing business where one (1) or more Master Plumbers uses his(her) license on behalf of such business, provided that such business is properly disclosed to the New York City Department of Buildings pursuant to New York City Construction Codes.

Unless the Contractor is such a Master Plumber or plumbing business properly employing such licensee(s) in accordance with the limitations and requirements set forth for such business in the New York City Construction Codes, the Contractor shall subcontract all plumbing work to such a Master Plumber or plumbing business properly employing such licensee(s) in accordance with the limitations and requirements set forth for such business in the New York City Construction Codes. Copies of a valid Master Plumber license issued by the New York City Department of Buildings to such Master Plumber or Master Plumber licensee(s) affiliated with such business shall be made available to the Department for inspection upon its request.

ARTICLE 20. LICENSED ELECTRICIAN REQUIREMENTS

It shall be unlawful for any person to perform electrical work unless such person is a licensed master electrician ("Master Electrician") as defined in the New York City Construction Codes, or is working under the direct and continuing supervision of a Master Electrician, either personally or through one or

more, but no more than three, levels of competent supervision over individuals performing the actual Master Electrician trade work who are: (a.) in the direct employ of an individual who is a Master Electrician; or (b.) in the direct employ of an electrical business employing the Master Electrician licensee(s) in accordance with the limitations and requirements set forth for such business in the New York City Construction Codes; or, (c.) in the direct employ of an electrical business where one (1) or more Master Electricians uses his(her) license on behalf of such business, provided that such business is properly disclosed to the New York City Department of Buildings pursuant to New York City Construction Codes.

Unless the Contractor is such a Master Electrician or an electrical business properly employing such licensee(s) in accordance with the limitations and requirements set forth for such business in the New York City Construction Codes, the Contractor shall subcontract all electrical work to such a Master Electrician or an electrical business properly employing such licensee(s) in accordance with the limitations and requirements set forth for such business in the New York City Construction Codes. Copies of a valid Master Electrician license issued by the New York City Department of Buildings to such Master Electrician or Master Electrician licensee(s) affiliated with such business shall be made available to the Department for inspection upon its request.

ARTICLE 21. CODE AND INDUSTRY STANDARD REFERENCES

When reference is made to the standards of any technical society, organization, or body; it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published. Governing Federal, State, and Local law shall always control in the event of a conflict. When no reference is made to a code, standard or specification, the standards of the ASTM or AIEE shall govern.

ABBREVIATIONS: Reference to the technical society, organization or body may be made in the Specifications in accordance with the following lists:

ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM Des.	American Society for Testing Materials Designation
AWSC	American Welding Society Code
AWWA	American Water Works Association
BS&A	New York City Board of Standards & Appeals
CIPRA	Cast Iron Pipe Research Association
DCAS*	Dept. of Citywide Administrative Services (NYC)
DEP	Dept. of Environmental Protection (NYC)
FED. SPEC.	Federal Specifications
IPCEA	Insulated Power Cable Engineer’s Association
NAVY Spec.	Navy Department Specification

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NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NYBC	New York City Building Construction Code (f/k/a New York City Building Code)
NYEC	New York City Electrical Code
N.Y. Spec.*	New York City Dept. for Purchase Specifications
PPS	Power Piping Society
SAE	Society of Automotive Engineers Standards

* These Specifications may be viewed or obtained free of charge at the Office of Vendor Relations, Municipal Building, 1 Centre Street, 18th Floor, NY, NY (212) 669-8562.

ARTICLE 22. CLAIMS FOR OTHER REMEDIES

If the Commissioner exercises his/her rights pursuant to the Contract to complete or cause to be completed any or all unsatisfactory or uncompleted punch list Work that remains after the completion date in the Final Approved Punch List, the Contractor shall not make, assert, institute or maintain any claim or action against the City for damages unless the Contractor has strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, and such action is commenced within six (6) months of the date the Commissioner exercises said right.

ARTICLE 23. PROGRESS SCHEDULE

In the event the Contractor cannot adhere to its approved progress schedule, the Contractor shall provide a revised progress schedule within fifteen (15) days of the Agency's request. The Contractor's failure to submit a revised progress schedule in a form acceptable to the Agency shall be deemed a material breach of this Contract.

The Contractor will not receive any payment until the proposed or revised progress schedule is submitted and approved. This requirement supplements Article 9.4 of the Standard Construction Contract.

ARTICLE 24. CUTTING AND PATCHING

The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work and match it to the Site or to the work of Other Contractors. The Contractor shall not damage or endanger any portion of the Work by cutting and patching.

When it becomes necessary to cut existing Work, the location and size of cut and method of cutting shall be as approved by the Engineer. On completion of the cutting, all affected areas shall be restored satisfactorily by skilled personnel.

CUTTING: The Contractor under this Contract will be required to perform all cutting necessary to remove all existing and new construction to the extent required to install new equipment and material as specified in the Contract, including trenching if required.

In addition, any cutting required to provide access for removal or delivery of equipment into areas of installation under this Contract shall be provided for under this Article. Unless otherwise specified, the City shall not bear any cutting and patching costs including those due to the Contractor's failure to properly coordinate the Work with Other Contractors.

PATCHING: The Contractor under this Contract will be required to perform all patching and restoration required as a result of the cutting performed above or required to join the Work to the Site or to the work of Other Contractors.

DEBRIS: All debris resulting from the cutting and patching Work must be removed from the premises by the Contractor performing the Work.

SIZE OF OPENING: Openings created by cutting or trenching shall be no larger than required for the execution of the Work.

PAYMENT: Payment for the required cutting, patching, trenching, and restoration shall be deemed included within the Contract bid price.

ARTICLE 25. TRADE DRAWINGS

Where present, trade drawings (e.g., mechanical, plumbing, HVAC, electrical) may be diagrammatic but should be followed as closely as actual conditions and Work of other trades permit. Locations and exact positions of components, connections and service shall be determined in the field by the Engineer. To confirm or clarify the directions of the Engineer, the Contractor may request supplemental drawings or sketches which become part of the Contract upon issuance.

ARTICLE 26. ENGINEER'S DIRECTIVES

The Contractor shall verify all dimensions, quantities and details shown on plans, sketches, schedules or other direction received from the Engineer, and shall notify the Engineer pursuant to Article 10 of the Standard Construction Contract of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at its own expense.

ARTICLE 27. TEMPORARY UTILITY SERVICES

WATER: The Contractor shall provide the necessary water supply for the work at its own expense.

LIGHTS AND POWER: Where necessary, the Contractor shall provide at its own expense suitable power facilities and the temporary lighting required for the proper prosecution of the Work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor will not be permitted to proceed with any portion of the Work affected thereby.

ARTICLE 28. SURVEYS AND LANDMARKS

LINE AND GRADE: The entire Work must be constructed to the exact position and elevation as indicated in the Contract or directed by the Engineer. The Contractor will be given line and grade at various intervals throughout the Work. Unless otherwise stated, the Contractor must provide personnel and instruments for determining alignment, elevation, and position for all construction between such points, subject to the check and correction of the Engineer. The Contractor shall keep the Engineer informed a reasonable time in advance of the time and place of Work, in order that line and grade may be provided and necessary measurements made for record and payment with the least inconvenience to the Engineer and delay.

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The Contractor shall provide, at its own expense, stakes and such other material as required by the Engineer for staking out the Work. Any change in the stakes and marks caused by the development of construction shall not be made the basis of claims for payment other than as provided for in this Contract.

PRESERVATION OF LANDMARKS: The Contractor shall preserve all stakes and marks except where the Engineer directs their relocation or removal. If, in the opinion of the Engineer, any survey or construction stakes or marks have carelessly or willfully been destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against the Contractor and will be deducted from payment for the Work.

NONDISTURBANCE OF MONUMENTS: Except upon the express written permission from the President of the Borough in which the project is located or other governmental agency concerned, the Contractor shall not excavate within five (5) feet of or otherwise disturb any monuments, bolts or bench marks belonging to the City or any other government agency as may exist within the Site. Should the Contractor encounter such monuments in the course of the Work, it shall cease its Work at such locations until the monuments have been referenced, reset, or otherwise disposed of to the satisfaction of the Engineer.

ARTICLE 29: FINAL PAYMENT CERTIFICATES AND DOCUMENTS

All "As-Built" drawings, photographic documentation, guarantees, warranties, certifications, foundry certificates, time extensions and/or verified statement of claims required under the Contract Documents shall constitute "required" certificates and documents as set forth in Article 45 (Final Payment) of the Standard Construction Contract.

ARTICLE 30: MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor must conduct its operations to avoid interference with the passage of vehicles, pedestrians, and all other kinds of public traffic to the extent practicable. The Contractor must take every precaution against accidents happening to such vehicles, pedestrians, and other traffic because of its operations. The costs of labor and material, personnel, lights and any additional supplies or services necessary to maintain and protect traffic on account of the Contractor's operation throughout the Work is deemed included the Contractor's bid price unless otherwise specified.

ARTICLE 31. PRESERVING NATURAL FEATURES

The Contractor shall protect trees, shrubbery, and other natural features on the property of the Agency and adjacent owners from being cut, trimmed, or injured, except to the extent ordered by the Engineer for cleaning the Site or performing the Work. The Contractor shall prevent its employees and Subcontractors from tramping in landscaped areas and shall prohibit horses or vehicles from being driven through wooded lands. The Contractor shall protect trees adjacent to the Site with plank wells as necessary.

ARTICLE 32. RESTORATION

LANDSCAPED AREAS: All roadway and walk pavements, sodded and planted areas, structures and substructures not specifically provided for in the Engineer's estimate which are disturbed by the Contractor shall be carefully protected and restored to their original conditions by the Contractor in a

manner satisfactory to the Engineer and at no cost to the Agency. The Contractor shall do all work necessary to connect new construction to existing construction at no cost to the Agency.

STREETS: For street openings, the restoration shall consist of either three-inch asphaltic concrete on a six-inch concrete base or three-inch sheet asphalt on a six-inch concrete base; whichever type most nearly matches the existing pavement. Pavement shall be restored according to the standard specifications of the New York City Department of Transportation.

ARTICLE 33. CRANE AND DERRICK SAFETY

Use of cranes and derricks shall comply with Section 3319 of the New York City Building Code, and Occupational Safety and Health Administration, OSHA 29 CFR 1926 Subpart CC, “Cranes & Derricks in Construction”. The Contractor shall submit to the Agency, fifteen (15) days prior to the Order to Work date, the means and methods for use of all cranes and/or derricks that the Contractor intends to use to perform the Work. The Contractor shall submit proof of any and all necessary permits from all oversight agencies regarding the operation and use of the cranes and/or derricks prior to transporting the equipment to the Site. The Contractor shall also submit the names of the authorized representative who will inspect the crane(s) and/or (derrick(s), any operator(s) of the crane(s) and/or derrick(s), and proof that the operator(s) is certified to operate the crane. The Contractor shall not transport the crane to the Site nor operate it without prior written approval from the Agency.

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ARTICLE NO. 34 NYC DEPARTMENT OF TRANSPORTATION STIPULATIONS

This Contract is subject to a permit issued by the New York City Department of Transportation ("NYCDOT"). The terms and conditions of the permit are required by NYCDOT in order to complete the work associated with this Contract. The Contractor shall comply with all terms and conditions of the NYCDOT permit throughout the Work. The Contractor shall, at no additional cost to the Agency, pay any fines, fees, or violations issued by NYCDOT for failure to comply with the permit. The Contractor is responsible for obtaining the permit directly from NYCDOT.

A copy of NYCDOT's traffic stipulations has been uploaded to PASSPort. The stipulations are not all inclusive. NYCDOT may remove, change, and/or impose additional stipulations. The Contractor shall have no rights to any claims for additional compensation and/or claim for delays if NYCDOT removes, changes, and/or imposes additional stipulations.

OCMC TRAFFIC STIPULATIONS

February 26, 2026

OCMC FILE NO: MEC-25-373
CONTRACT NO: MG-40550-117MA
PROJECT: MANNAHATTA PARK RECONSTRUCTION

PERMISSION IS HEREBY GRANTED TO **THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION (NYC DPR)** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT/CONSTRUCTION EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.

B. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MAINTENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:

https://www1.nyc.gov/html/dot/downloads/pdf/bike-mpt-guidelines.pdf

C. **BUS STOPS/BUS ROUTES** – 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 STOPS/BUS ROUTES. NYCT MUST APPROVE ANY PROPOSED IMPACT PRIOR TO THE PERMITTEE MOBILIZING.

BRONX	MICHAEL WALLIN (MICHAEL.WALLIN@NYCT.COM)
BROOKLYN	BRENNAN ORTIZ (BRENNAN.ORTIZ@NYCT.COM)
MANHATTAN	PHILIP SPEIDEL (PHILIP.SPEIDEL@NYCT.COM)
QUEENS	JIE LI (JIE.LI@NYCT.COM)
STATEN ISLAND	COLIN HARRINGTON (COLIN.HARRINGTON@NYCT.COM)

D. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ENTRANCES/DRIVEWAYS AT ALL TIMES.

E. **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.

F. **NYC DOT STREET FURNITURE:** THE PERMITTEE SHALL NOT MOVE, DAMAGE OR DISRUPT ANY EXISTING WALKNYC WAYFINDING SIGNS, BIKE RACKS, BENCHES, LEANING BARS, GRANITE BLOCKS, OR PLANTERS ON THE SIDEWALK OR ROADWAY. THE PERMITTEE MUST CONTACT NYC DOT VIA EMAIL AT STREETFURNITUREUNIT@DOT.NYC.GOV A MINIMUM OF TWO (2) WEEKS PRIOR TO COMMENCING ANY WORK WHICH IMPACTS ON THE STREET FURNITURE.

G. NYC DOT SIGNALS SYNCHRO TRAFFIC ANALYSIS REQUIREMENT: Prior to commencing work, the Permittee may be required to perform a traffic study and Synchro analysis if proposed construction will result in a lane reduction, which remains in effect for a period of five (5) days or more. A Synchro analysis will not be required for major closures or lane reductions occurring during nighttime hours of 9:00pm and 5:00am. For further detailed requirements related to traffic study and Synchro analysis preparation, the Permittee shall contact Nady Ibrahim of the NYC DOT Traffic Signal Timing Unit at (212) 839-3371 (nibrahim@dot.nyc.gov).

H. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT GIUTILITY@DEP.NYC.GOV FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP'S GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AT **HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE**. PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT, OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
55 Water Street - 7th Floor, New York, NY 10041
T: 212.839.9637 F: 212.839.8970
www.nyc.gov/dot

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I. SPECIAL STIPULATIONS (CONTINUED)

I. **PROTECTION OF NYC DEP PERMEABLE PAVEMENT:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP PERMEABLE PAVEMENT IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT GIUTILITY@DEP.NYC.GOV FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AVAILABLE AT **HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE**. PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.

J. **STREETLIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYC DOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

K. **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.

L. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYC DOT PARKING METER DIVISION AT 718 – 894 – 8651.

M. **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.

N. **NOTIFICATION** – THE PERMITTEE 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, NYC DOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

O. **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 PERMIT(S). 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.
   - PER SECTION 2-02 (C)(4) OF THE HIGHWAY RULES, PERMITTEES MUST AFFIX THEIR DEPARTMENT ISSUED FIVE-DIGIT IDENTIFICATION NUMBER USING A WATERPROOF LABEL OR STICKER ON ALL TEMPORARY SIGNS, INCLUDING BUT NOT LIMITED TO TEMPORARY CONSTRUCTION, RAISE PLOW, PARKING OR REGULATORY SIGNS. THE LETTERING MUST BE IN ARIAL FONT, BLACK INK, ¾ INCH IN HEIGHT AND WIDTH, PLACED AT THE LOWER RIGHT-HAND CORNER OF THE FRONT AND THE LOWER LEFT AND RIGHT-HAND CORNERS OF THE BACK OF THE SIGN. THE LABELS/STICKERS MUST BE VISIBLE/LEGIBLE AT ALL TIMES. PERMITTEE MUST REPLACE ANY WORN OR FADED LABELS/STICKERS.

P. AUTHORIZED PARKING ZONES – PRIOR TO PERFORMING ANY NON-EMERGENCY WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL NOTIFY AND COORDINATE WITH NYC DOT AUTHORIZED PARKING UNIT AT AUTHORIZEDPARKING@DOT.NYC.GOV PRIOR TO OCCUPYING THESE AREAS. STORAGE OF MATERIAL OR EQUIPMENT DURING NON-WORKING HOURS IN AUTHORIZED PARKING ZONES IS PROHIBITED.

Q. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYC DOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYC DOT WEBSITE AT: HTTP://WWW.NYC.GOV/HTML/DOT/DOWNLOADS/PDF/DOT_CPIS_DIRECTIONS.PDF

II. ENHANCED MITIGATIONS

A. **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. PEDESTRIAN MANAGERS SHALL BE PROVIDED TO ASSIST WITH PEDESTRIANS AT THE DESIGNATED CROSSWALK AREAS.

B. **"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.

C. **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

III. MAINTENANCE AND PROTECTION OF TRAFFIC

LOCATION(S)	MAINTENANCE AND PROTECTION OF TRAFFIC
SOUTH STREET BETWEEN WALL STREET AND MAIDEN LANE	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain either a minimum 5ft clear on the sidewalk or a 5ft wide protected pedestrian walkway on the north curb lane to manage pedestrian traffic at all times. 3. Shall not impact travel lanes on South Street. 4. Coordinate with any ongoing construction prior to mobilizing.
INTERSECTION OF SOUTH STREET AND WALL STREET	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain either a minimum 5ft clear on the sidewalk or a 5ft wide protected pedestrian walkway on South Street to manage pedestrian traffic at all times. 3. A 13ft wide center lane shall always remain available for traffic on Wall Street. 4. No impact on South Street travel lanes. 5. Coordinate with any ongoing construction prior to mobilizing.
WALL STREET BETWEEN SOUTH STREET AND FRONT STREET	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain a 5ft wide protected pedestrian walkway on the east side of the street to manage pedestrian traffic. 3. A 13ft center lane shall always remain available for traffic on Wall Street. 4. Coordinate with any ongoing construction prior to mobilizing.
FRONT STREET BETWEEN WALL STREET AND MAIDEN LANE	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain either a minimum 5ft clear on the sidewalk or a 5ft wide protected pedestrian walkway to manage pedestrian traffic at all times. Applies to either side of Front Street. 3. A 13ft center lane shall always remain available for traffic on Front Street. 4. Coordinate with any ongoing construction prior to mobilizing.
INTERSECTION OF WALL STREET AND FRONT STREET	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain a 5ft wide protected pedestrian walkway on the Wall Street side of the intersection. 3. The contractor shall maintain either a minimum 5ft clear on the sidewalk or a 5ft wide protected pedestrian walkway on the Front Street side of the intersection. 4. A 13ft center lane shall always remain available for traffic on Wall Street. 5. A 13ft center lane shall always remain available for traffic on Front Street. 6. Coordinate with any ongoing construction prior to mobilizing.
WALL STREET BETWEEN FRONT STREET AND WATER STREET	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain a 5ft wide protected pedestrian walkway on the east side of the street to manage pedestrian traffic. 3. A 13ft center lane shall always remain available for traffic on Wall Street. 4. Coordinate with any ongoing construction prior to mobilizing.

LOCATION(S)	MAINTENANCE AND PROTECTION OF TRAFFIC
INTERSECTION OF WALL STREET AND WATER STREET	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain a 5ft wide protected pedestrian walkway on the Wall Street side of the intersection. 3. The contractor shall maintain either a minimum 5ft clear on the sidewalk or a 5ft wide protected pedestrian walkway on the Water Street side of the intersection. 4. A 13ft center lane shall always remain available for traffic on Wall Street. 5. Shall not impact travel lanes on Water Street. 6. Shall coordinate with NYT Bus Operations before mobilizing, if there is expected impact to the bus stop area on Water Street. 7. Coordinate with any ongoing construction prior to mobilizing.
WATER STREET BETWEEN WALL STREET AND MAIDEN LANE	1. Work hours shall be as follows: 7AM to 6PM Monday to Friday 9AM to 5PM Saturday 2. The contractor shall maintain either a minimum 5ft clear on the sidewalk or a 5ft wide protected pedestrian walkway on the Water Street side of the intersection. 3. Shall not impact travel lanes on Water Street. 4. Shall coordinate with NYT Bus Operations before mobilizing, if there is expected impact to the bus stop area. 5. Coordinate with any ongoing construction prior to mobilizing.

IV. GENERAL NOTES

A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.

B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYC DOT INCLUDING THE HOLIDAY EMBARGO.

C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYC DOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

1. STREET FAIRS / FESTIVALS
   - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
   - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

2. RUNNING / WALKING / BIKING EVENTS
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

3. PARADES
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS

- ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
- ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
- ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE CONTRACTORS' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.

E. THE CONTRACTOR IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE CONTRACTOR MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.

F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYC DOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.

G. THE PERMITTEE SHALL ADHERE TO THE NYC DOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE CONTRACTOR MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYC DOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.

J. FOR THIS PROJECT THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE CONTRACTOR'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.

L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

Francisco A. Serrano

FRANCISCO A. SERRANO
PROJECT MANAGER – MANHATTAN
OCMC-STREETS

ARTICLE NO. 35 FEMA REQUIREMENTS

This project is in part funded by the Federal Emergency Management Agency (FEMA).

The Contractor must comply with all the federal reimbursement program's requirements for this Contract.

The Contractor shall provide any and all documents and/or information required to be in compliance with the federal reimbursement program's requirements and as requested by the Agency.

The Contractor shall furnish and complete any and all forms as required by the federal reimbursement program's requirements and as requested by the Agency.

Failure of the Contractor to provide any and all documents, information and/or completed forms in accordance with the federal reimbursement program's requirements and as requested by the Agency shall result in non-payment to the Contractor by the Agency.

By accepting this contract, the Contractor acknowledges its understanding of the policies and agrees to comply with the rules and regulations to implement them.

New York State Labor Law 220 wage rates apply to this Contract. If the FEMA grant requires Davis-Bacon wage rates, then Davis-Bacon wage rates shall also apply to this Contract. If there is a conflict between the Labor Law 220 wage rate and the Davis-Bacon wage rate for a particular title, the higher wage rate shall apply. You may download current wage rates under the Davis-Bacon Act from the following website as needed: http://www.wdol.gov/states.aspx

The Contractor shall comply with, but not limited to, the requirements that follow pursuant to the federal reimbursement program.

Rev. 5/5/2023

UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

(Version 01.20.2021)

[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by HUD's CDBG Program, CDBG-DR Program, or by FEMA must also include the program-specific rider.]

A. *Definitions.* As used in this Rider:

(1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.

(2) "City" means the City of New York.

(3) "Commissioner" means the head of the City agency entering into this Contract.

(4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.

(6) "Contractor" means the entity performing the services pursuant to a Contract.

(7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.

(8) "Government" means the U.S. government.

(9) "Rider" means this Uniform Federal Contract Provisions Rider.

B. *Termination and Remedies for Breach of Contract.* The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City's Contractor.

(1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or (iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After

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completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause**. The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying

the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement*. The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience**. The City shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of

settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

c. **Termination due to Force Majeure**

i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.

iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

d. **Termination due to Reductions in Federal Funding**

i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

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ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.

iii. If the City reduces funding pursuant to this paragraph (d), the basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

C. Standard Provisions. The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

(1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.

(2) *Non-Discrimination*. Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.

(3) *Environmental Protection.* If the Contract is in excess of $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

(4) *Energy Efficiency*. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

(5) *Debarment.* The Contractor certifies that neither it nor its principals or affiliates are currently in a state of debarment, suspension, exclusion, disqualification, or other ineligible status as a result of prior performance, failure, fraud, or violation of City or New York State laws. The Contractor further certifies that neither it nor its principals or affiliates are debarred, suspended, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs. The City reserves the right to terminate this

Contract if knowledge of debarment, suspension, exclusion, disqualification or other ineligibility has been withheld by the Contractor.

(6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website or here: https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf) in accordance with its instructions; and

(c) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) *Prohibition on certain telecommunications and video surveillance services or equipment*.

(a) The Contractor is prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) The Contractor's attention is directed to Public Law 115–232, section 889 for additional information.

(d) The Contractor's attention is directed to § 200.471.

(9) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:
(1) ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) ‘‘Manufactured products’’ means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(10) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

(11) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract in accordance with 2 C.F.R. §200.334.

(12) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

(13) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible:

a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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(14) *Intangible Property*.

a. Pursuant to 2 CFR § 200.315, the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.

b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.

c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies

of which shall be provided to the City upon execution of this Contract.

e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

D. Special Provisions for Construction Contracts. If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): <u>If required by the federal program legislation</u>, in Construction contracts involving an excess of $2000, <u>and subject to any other federal program limitations</u>, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

b. <u>If required by the federal program legislation and subject to any other federal program limitations,</u> Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of $2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for

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his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

c. Copeland Anti-Kickback Act: If required by the federal program legislation and subject to any other federal program limitations: (i) the Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract; (ii) The Contractor or subcontractor shall insert in any subcontracts the language contained in (i) of this subsection and also a clause requiring the subcontractors to include the language in subsection (i) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor of this subsection; and (iii) A breach of this subsection may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2. If there is a conflict between the provisions of this Article D and FEDERAL EXHIBIT 2, the stricter standard shall be controlling.

(2) *Equal Employment Opportunity.* Executive Order 11246, as amended, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of $10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the

availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility

for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted

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as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(3) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR § 60-1.4(b).

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by

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the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (a), (b ad (c), unless the Contract specifically states that this provision is superseded:

a. *Definitions*. The following definitions apply to this section (D).

i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).

ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a

process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

vii. "Statutory period" means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b), as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

viii. The "contractor" means any person, small business firm or nonprofit organization, or as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

b. *Allocation of Principal Rights*. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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c. *Invention Disclosure ,Election of Title and Filing of Patent Application by Contractor*.

i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or international patent offices within earlier ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent

applications where such filing has been prohibited by a Secrecy Order.

iv. For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

v. Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

d. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c) of this clause, or elects not to retain title., .

ii. In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) of this clause, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.

iii. In any country in which the Contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Contractor and Protection of the Contractor Right to File

i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the

rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.

ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), of this clause, to assign to the Contractor the entire right, title and interest in and to each subject invention made under Contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

iii. For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination..

iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the

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contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.

iii. In the case of subcontracts, at any tier, when the prime award with the Federal Agency was a contract (but not a grant or cooperative agreement), the Agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such

person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. *March-in Rights*. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;

iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. *Special Provisions for Contracts with Nonprofit Organizations.* If the Contractor is a nonprofit organization, it agrees that:

i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions

the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Federal Aency may review the Contractor's licensing program and decisions regarding Small Business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal Agency when the Federal Agency's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

l. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

FEDERAL EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (percent)		
Electricians	9.0	to	10.2
Carpenters	27.6	to	32.0
Steamfitters	12.2	to	13.5
Metal Lathers	24.6	to	25.6
Painters	28.6	to	26.0
Operating Engineers	25.6	to	26.0
Plumbers	12.0	to	14.5
Iron Workers (structural)	25.9	to	32.0
Elevator Constructors	5.5	to	6.5
Bricklayers	13.4	to	15.5
Asbestos Workers	22.8	to	28.0
Roofers	6.3	to	7.5
Iron Workers (ornamental)	22.4	to	23.0
Cement Masons	23.0	to	27.0
Glazers	16.0	to	20.0
Plasterers	15.8	to	18.0
Teamsters	22.0	to	22.5
Boilermakers	13.0	to	15.5
All Other	16.4	to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") RIDER
(1/20/2021)

For use with contracts funded by the FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program

(This Rider should not be used with contracts funded by the following FEMA Programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. This Rider should be accompanied by the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.)

1. Suspension and Debarment. Section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:

   (a) This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.

   (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   (c) The certification in paragraph (a), above, and section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the City of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of New York and, if applicable, the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2. Davis-Bacon Act. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of the Contractor pursuant to FEMA regulations. However, if this Contract is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.

3. Rights to Inventions Made Under a Contract or Agreement. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not apply to the following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.

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4. Copeland "Anti-Kickback" Act. The Contractor shall comply with provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (A).

5. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).

6. Access to Records.

   (a) The Contractor agrees to provide the City of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.

   (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

   (d) In compliance with the Disaster Recovery Act of 2018, the City of New York and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. Logos. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. Compliance with Law. The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. Federal Government not a Party. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor or any other party pertaining to any matter resulting from the contract.

10. False Claims. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this contract.

EXHIBIT 2
Federal Labor Standards Provisions (Non-Davis Bacon)[1]
Federal Emergency Management Agency
(10/27/2015)

Applicability: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. Compliance with the Copeland "Anti-Kickback" Act.

1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

B. **Compliance with the Contract Work Hours and Safety Standards Act.** The provisions of this Section B are applicable where the amount of the prime contract exceeds $100,000.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In

[1] This version of Exhibit 2 applies to contracts funded by FEMA Grant and Cooperative Agreement Programs, including the Public Assistance Program. Do not use this version of Exhibit 2 in connection with FEMA programs that are subject to the Davis-Bacon Act; such programs are the Emergency Management Preparedness Grant Program, the Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

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addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The City of New York shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated §damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section B.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

GENERAL CONDITIONS

SECTION D - SPECIAL ELECTRICAL WORK AND EQUIPMENT

ARTICLE 1. APPLICATION

These Special General Conditions for Electric Work and equipment apply to all work installed by mechanical and electrical trades subject to the approval of the Department of Buildings, or Division of Street Lighting, Department of Transportation.

ARTICLE 2. PARTIES DESCRIBED

Wherever any section of this specification refers to metered service which is subject to approval by the Department of Buildings.

Whenever any section of this specification refers to unmetered service which is subject to approval by the Chief Engineer of Street Lighting and Park Lighting, and the term "Street Lighting Engineer" is used, it shall mean and intend the Chief Engineer of the Division of Street Lighting, DOT.

ARTICLE 3. GENERAL SUPERVISION

The work and appliances described in these specifications and shown on the drawings shall be installed under the supervision of the Engineer, subject to the approval, inspection, and test of the B.E.C. Engineer or Street Lighting Engineer.

ARTICLE 4. NOTIFICATION

The Contractor shall notify the Bureau of Electrical Control or Division of Street Lighting at least 48 hours in advance of when he will begin work, and shall further notify the Department when he has completed his work and is ready for the same to be inspected.

For metered electrical service the Contractor shall notify the Division of Public Building of the Borough in which the work is to be performed.

For unmetered electrical service work, the Contractor shall notify the Division of Street Lighting, Borough of Manhattan.

ARTICLE 5. EQUIPMENT, MATERIALS & MANUFACTURERS

a) All equipment and materials for permanent and temporary installation shall be of the best quality obtainable and brand new, unless otherwise indicated on the drawings.

b) New equipment and materials shall be:

   1) Without blemish or defect.

   2) Easily serviceable for its intended use.

   3) Not to be used for temporary light and power purposes without building owner's authorization.

   4) In accordance with the latest applicable National Electrical Manufacturers Association (N.E.M.A.) standards.

   5) Selected products shall be approved by all authorities having jurisdiction over the work.

   6) Where such acceptance is contingent upon having the products listed or labeled by Underwriters Laboratories or an approved equal testing laboratory, the products must meet the criteria set by UL listing or the approved equal testing laboratory.

c) The following list of materials and manufacturers shall constitute an acceptable list of materials not specified on the plans or in the specifications. No substitutes will be permitted unless it is an approved equal.

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Switchboards, Distribution Panels & Panels

Empire Switchboard, or approved equal.
Gallagher, or approved equal.
General Electric, or approved equal.
Gould, Inc., or approved equal.
Cutler Hammer, or approved equal.
Lincoln, or approved equal.
Metropolitan Switchboard, or approved equal.
Westinghouse, or approved equal.
Square D, or approved equal.

Bolted Pressure Switches

Pringle Bolt Switch, Inc., or approved equal.
Square D, or approved equal.

Conduit (Steel)

Allegheny Ludlum Steel, or approved equal.
Armco Steel, or approved equal.
Jones & Laughlin Steel, or approved equal.
Natural Steel, or approved equal.
Republic Steel, or approved equal.
Triangle, or approved equal.
Wheeling Steel, or approved equal.
Youngstown Sat. & Tube Co., or approved equal.

Flexible Liquid Tight Metal Conduit

American Brass Co., or approved equal.
International Metal House, or approved equal.
Columbia Cable & Electric Corp., or approved equal.

Outlet Boxes

Appleton Electric, or approved equal.
Steel City, or approved equal.
General Electric, or approved equal.
Thomas & Betts, or approved equal.

Cable Supports

O.Z. Gedney Electric Manufacturing Co., or approved equal.

Insulating Bushings

O.Z. Gedney Electric Manufacturing Co., or approved equal.

Conduit Bodies & Fittings

Appleton Electric, or approved equal.
O.Z. Gedney Electric Manufacturing Co., or approved equal.
Crouse-Hinds, or approved equal.

Wire & Cable

American Steel & Wire, or approved equal.
General Cable, or approved equal.
Kerite Company, or approved equal.
Pirelli, or approved equal.
Okonite, or approved equal.
Belden, or approved equal.

Solderless Connectors & Lugs

Burndy, or approved equal.
Thomas & Betts, or approved equal.
Dossert, or approved equal.
O.Z. Gedney Elec. Mfg. Co., or approved equal.

Wiring Devices

Arrow-Hart & Hegman, or approved equal.
Bryant, or approved equal.
General Electric, or approved equal.
Hubbell, or approved equal.
Pass & Seymour, or approved equal.
Russell & Stoll, or approved equal.

Circuit Breakers

General Electric, or approved equal.
Square D, or approved equal.
Westinghouse, or approved equal.

Fuses

Bussmann, or approved equal.
Gould-Shawmut, or approved equal.

Safety Switches

General Electric, or approved equal.
Westinghouse, or approved equal.
Square D, or approved equal.
Siemens, or approved equal.

Lighting Fixtures

Hubbell, or approved equal.
Widelite, or approved equal.
General Electric, or approved equal.
Lithonia, or approved equal.

Transformers

Square D, or approved equal.
Westinghouse, or approved equal.
General Electric, or approved equal.
Virginia, or approved equal.

Concrete Ducts & Boxes

Berri-Rochi, or approved equal.
Roman Stone, or approved equal.
Boccard & Sons, or approved equal.
Concrete Electric Products, Inc., or approved equal.
Carrano & Coccaro, or approved equal.

Light Poles

Millerbernd, or approved equal.
Powco, or approved equal.
Jem, or approved equal.
CHM Industries, Inc., or approved equal.

Metal Boxes

O.Z. Gedney Elec. Mfg. Co., or approved equal.
Spring City Elec. Mfg. Co., or approved equal.
Hoffman, or approved equal.
Crouse-Hinds, or approved equal.

Meter Pans

Anchor Electric, or approved equal.
Delta Metal, or approved equal.
Square D, or approved equal.
Cooper Electric, or approved equal.
General Switch Co., or approved equal.
General Electric, or approved equal.

ARTICLE 6. APPROVAL OF MATERIALS, SHOP DRAWINGS AND DATA

The Contractor shall submit for approval a complete list indicating the type and manufacturer of all material and equipment he intends to furnish and install under this contract. Ordering of material shall not proceed until approval is obtained in writing.

The Contractor shall submit for approval shop drawings, descriptions, cuts and all information required for all material or equipment he considers equal to that specified.

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Eight (8) copies shall be submitted, one (1) copy to be approved by the Engineer, which will be returned to the Contractor.

One (1) copy of all electrical or gas layouts or details approved by the Chief Engineer of Power of the Bureau of Electrical Control shall also be returned to the Contractor.

If disapproved or returned for correction, the Contractor shall resubmit until final approval is obtained.

After such final approval, the contractor shall submit three (3) additional copies for Department of Parks distribution.

Any errors discovered in these submissions shall be corrected by the Engineer, but failure to discover errors or have them corrected shall not relieve the Contractor from responsibility and any such incorrect work resulting therefrom shall be corrected by the Contractor without extra cost to the City.

ARTICLE 7. SUBMISSION OF DRAWINGS, TEST DATA, ETC.

The Contractor shall submit complete drawings, data, details, etc. for the contract at one time. The drawings shall be neatly bound in sets with full information as to the location, equipment, etc. to which they relate. All drawings, blueprints, catalog models, and other data relative to the equipment, the materials, the work, or any part thereof submitted, are to be accompanied by a statement that the Contractor has examined them. This statement shall set forth whether the date, etc. submitted agrees or disagrees with the requirements of the contract and specifications and shall list or describe the points of disagreement, if any exist.

ARTICLE 8. APPROVAL OF SAMPLES

The Contractor shall submit samples of all materials and equipment to the Engineer for approval, as requested in writing or as herein specified, the Engineer shall subsequently submit such samples to the B.E.C. Engineer or Street Lighting Engineer.

These samples shall be properly tagged for identification and submitted to the Engineer in duplicate for examination and test. (See Section A of the contract)

After the samples are approved, one sample shall be returned to the Contractor and the duplicate sample filed in the office of the Engineer for inspection use.

After the contract is completed, the duplicate sample shall be returned to the Contractor.

ARTICLE 9. TESTS

Upon completion of the work and prior to final payment, tests as hereinafter specified may be made by the Engineer or his representatives and the B.E.C. Engineer of all materials, mechanical equipment, and appliances installed hereunder. The Contractors shall furnish all labor and materials required for such tests. The B.E.C. Engineer or Street Lighting Engineer shall furnish all instruments required. Should the tests show that any of the materials, appliances, or workmanship is not first class or not in compliance with the specification, the Contractor on written notice shall remove the same and promptly replace them with other materials or appliances in accordance with the specifications.

ARTICLE 10. CERTIFICATE

Before final payment can be made, there must be a certificate of inspection filed in the Office of the Comptroller of the City, signed by the B.E.C. Engineer or Street Lighting Engineer, which shall certify:

a) That all materials and workmanship comply in all respects with the Rules and Regulations of the Department of Buildings or Division of Street Lighting and with the Electrical Code of the City of New York.
b) That the materials and workmanship comply in every respect with the contract specifications and drawings approved by the Department of Buildings or Division of Street Lighting and fulfill the full intent thereof.

ARTICLE 11. ELECTRIC MOTORS

Motors shall be of sufficient capacity to operate the driven equipment under all conditions of operation without leading beyond their rated name plate current or power.

The rating of the motors offered shall in no case be less than the horsepower shown on the contract drawings or given in the contract specifications. Both the rating and characteristics of the motor shall be suitable for the successful operation of the equipment driven under maximum load conditions without exceeding the specified temperature limits.

Motors shall generally be three-phase for all ratings above 1/3 horsepower and single-phase for 1/3 horsepower or less, or where specifically approved.

Unless otherwise specified, motors shall be continuous rated 40-degree F temperature rise, open type, of the horsepower and speed specified. They shall be direct-connected or belt-driven as specified, and if a belt-driven type, the motor shall be mounted on slide base rails with adjusting screws, pulleys and an approved type of belt-drive.

Each motor shall be equipped with a suitable conduit terminal Box, approved lubricating devices, and a nameplate indicating all ratings and types of lubricant required.

Motor shop tests shall be made in accordance with the standards of Institute of Electrical & Electronics Engineers (I.E.E.E.). Each motor shall be tested for Power factor and efficiency at 50, 75, and 100 percent of its rated horsepower, for insulation resistance and dielectric strength, for heating, and for compliance with all specified performance requirements.

For motors of twenty horsepower or less, check tests against complete tests of similar motors will be accepted; for motors larger than twenty horsepower, complete tests of each motor furnished shall be made and certified test data sheets shall be furnished unless witnessed shop tests are required by the contract specifications.

All motors and other electrical devices (except portable devices) shall be tested at the factory, completely assembled, and connected under conditions approved by the Engineer as being equivalent to the actual working conditions for all electrical physical quantities and for the suitability and ruggedness of the motors or devices for the purpose specified.

The results of shop tests shall be submitted to the Engineer for approval and for the approval of the Bureau of Electrical Control and shall be on forms approved by the Bureau of Electrical Control.

ARTICLE 12. CONTROLLERS

All motor controllers shall be furnished with motors as part of the motor equipment, in accordance with the specifications.

In general, all controls shall be mounted on or adjacent to the equipment it serves. The remote control station shall be located as specified. Cabinets shall be as specified and shall be supported by bolts and masonry toggle bolts in lead anchors on plastered or tiled surfaces tapped into metal. For motors ¼ HP and less, the control shall consist of a manual pushbutton or toggle-operated thermal motor starter. A disconnect switch or circuit breaker is not required.

For motors 1/3 HP and larger, the control, if non-automatic, shall consist of a disconnect switch or circuit breaker as specified and a magnetic starter with a start-stop push-button station built in the cover and such additional push-button starters as specified.

A combination disconnect switch or circuit breaker and magnetic starter shall be installed in a common cabinet as specified.

For motors 1/3 HP and larger automatically controlled by a thermostat, float, or pressure switch, etc., control equipment shall consist of a disconnect switch or circuit breaker as specified and a magnetic starter with hand-off automatic selector switch built in the cover.

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The equipment shall be furnished completely wired and ready for installation. In the event that the equipment requires any wiring or other work at the site, the work shall be done at no expense to the City.

After delivery and before and after installation, the equipment shall be protected against theft and injury or damage from all causes. Equipment not immediately installed shall be carefully stored.

For coordination of electrical hookup on all equipment not furnished in the Electrical Contract, the Electrical Contractor shall be responsible only for furnishing and installing all conduits and compatible power wiring to the disconnect switch or to a junction box within 5'-0" (or as determined by the Engineer to suit field conditions) of the other contractor's equipment. All contractors required to furnish and install any equipment involving electrical contacts or secondary electrical devices shall be responsible for their own control wiring and secondary power including conduits, conductors and all related connections from the disconnect switch or junction box to their own equipment for proper operation.

All electrical work required, as part of the installation of equipment not furnished under the Electrical Contract shall be performed by a licensed electrician under the supervision of the contractor supplying the equipment.

All electrical work required under this contract shall be performed in accordance with all DPR electrical contract specifications.

All motors shall comply with the standards of the Institute of Electrical & Electronics Engineers (I.E.E.E.) and the National Electrical Manufacturers Association (N.E.M.A.) in all respects, unless otherwise specified or approved.

The Contractor supplying the equipment shall be responsible for the equipment until it has been finally inspected, tested, and accepted, in accordance with the requirements of the specifications.

ARTICLE 13. POLARIZATION

In order to reduce to a minimum the possibility of workmen receiving electric shock while working on equipment after it is in operation, the Contractor shall, verify that all non-current carrying metal parts have been ground as per NYC Electrical Code.

Where 3-wire grounded receptacles are being provided, or where there is no neutral wire at the outlet, the most accessible bare parts shall be connected to the system ground.

In order to ensure that this has been done, each piece of equipment shall be tested after the installation under the direction of the Engineer with a test lamp, one leg of which has been connected to a definite ground, or by other approved means of testing.

ARTICLE 14. BONDING

Bonding studs shall be installed in all boxes, enclosures, frames, pole bases, and other non-current carrying metal parts. All conduits shall be terminated at both ends using threaded metal insulated bond and ground bushings with bronze lugs, OZ type 1BC-LBC, or approved equal.

All boxes, enclosures, frames, pole bases, and other non-current carrying parts shall be bonded together using not less than #6AWG bare, stranded, tinned, soft drawn, or annealed copper wire.

ITEM NO. 1 **MOBILIZATION**

WORK: Under this Item, the Contractor shall furnish and set up all **MOBILIZATION** facilities in accordance with the specifications, to include their necessary general plant, including shops, storage areas, office, and such sanitary and other facilities as are required by City, State, or Federal law or regulation. Unless otherwise provided, the cost of required insurance, bonds and/or any other similar significant initial expense required for the initiation of the Contract Work shall be included in this item.

MATERIALS: Such materials which are required that are not to be a part of the completed Contract Work shall be as determined by the Contractor and shall conform to any pertinent City, State, or Federal law, regulation, or code.

METHOD: The Work under this item shall be done in a safe and workmanlike manner and shall conform to any/all pertinent City, State or Federal laws, regulations, or codes. Good housekeeping consistent with safety shall be maintained.

MEASUREMENT AND PAYMENT: For performing the work of **MOBILIZATION** in accordance with the specifications, the Contractor shall receive the **LUMP SUM** price bid.

The price bid shall be a **LUMP SUM** for **MOBILIZATION** and shall include the cost of all work, labor and materials including furnishing and maintaining services, plant, or other facilities noted in this specification, to the extent and at the time the Contractor deems them necessary for its operations, consistent with the requirements of this item and the Contract.

The **LUMP SUM** price bid for Mobilization shall be payable to the Contractor whenever ten (10%) percent of the Contract Work has been completed by the Contractor. For the purposes of this item, ten (10%) percent of the Contract Work shall be considered complete when the total of payments earned, as reflected by estimates of work done, not including the amount bid for this item, shall exceed ten (10%) percent of the total amount of the Contractor's bid for the Contract.

A) If the Contract requires performance and payment bonds:
The **LUMP SUM** price bid for this item shall not exceed six (6%) percent of the total contract bid price for all items excluding the price bid for this item. If the Contract includes add alternate items, the price bid for Mobilization may not exceed six percent (6%) of the total contract bid price for the base bid items only, excluding the price bid for this item and the add alternate items.

B) If the Contract does not require performance and payment bonds:
The **LUMP SUM** price bid for this item shall not exceed four (4%) percent of the total Contract bid price for all items excluding the price bid for this item. If the Contract includes add alternate items, the price bid for Mobilization may not exceed four percent (4%) of the total contract bid price for the base bid items only, excluding the price bid for this item and the add alternate items.

In the event the price bid for this item exceeds the limit established by the applicable criteria set forth in paragraph A or B above, the City will reduce this item's bid price and adjust the total contract bid price accordingly to account for such reduction.

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ITEM NO.2 **CONSTRUCTION SIGN ON FENCE**
ITEM NO.N/A **CONSTRUCTION SIGN ON FRAME**

WORK: Under this Item, the Contractor shall furnish, erect, and maintain a **CONSTRUCTION SIGN** in accordance with the plans and specifications.

MATERIALS: The sign shall be a vinyl film four-color image photo transfer laminated on M.D.O. board. Over lamination will not be required. All plywood shall be one-half inch (1/2") thick Douglas Fir, exterior grade, five (5) plies. The front side of the sign shall be a Medium Density Overlay (M.D.O.) which is plywood with a resin impregnated fiber overlay. Reverse side to be grade 'C' or better. Size of sign shall be seventy-two inches by forty-eight inches (72" x 48"), six feet by four feet (6'-0" x 4'-0") as shown on the drawings. All edges and back shall be sealed with one coat of exterior grade primer. Color of primer to be white unless otherwise directed.

A compact disc with the custom image in Illustrator 8.0 format (50% actual size) will be provided to the Contractor at the pre-construction meeting.

The Construction Sign shall be as manufactured by Sign Design Group of NY, Inc., LIC, N.Y, Manhattan Signs and Designs, New York, N.Y., Mineola Signs, Mineola, N.Y., or approved equal.

INSTALLATION & LOCATION: The Construction Sign shall be installed either on the fence at the Park entrance, or a wood frame as indicated on the contract drawings. Construction Sign shall be installed in a true vertical position and mounted to fence with four (4) one-half (1/2") inch diameter x six (6") inch long galvanized lag bolt, bolted to additional two (2) 2 x 4 lumber slats in the back of the fence as shown on the standard detail. For projects where NYC DOB approval is required, sign shall be installed per NYC Building Code Section 3301.9 and Local Law 47 of 2013. The DOB permit (where required) shall be laminated or encased in a plastic covering to protect it from the elements or shall be printed directly onto the project information panel and posted where shown.

1. For Construction Sign on Fence: Installation shall be as per Parks standard detail, except where NYC DOB approval is required.

A. On Steel Fence, mounted over upper horizontal steel bar.
B. On Chain Link Fence, mounted over horizontal brace or continuous midrail.
C. On Construction Fence, mounted between vertical posts, with extra post at no more than 4'-0" o.c. (see Construction Fence Spec).

2. For Construction Sign on Frame: Installation shall be as per standard detail.

MAINTENANCE: The Contractor shall maintain the sign during the life of the contract, in a condition satisfactory to the Engineer. Maintenance of the construction sign includes, but is not limited to, restoration of any portion of the sign that has been defaced by graffiti, or any necessary changes to text as required by the Engineer. Modifications to the text and names printed on the sign may occur throughout the life of the contract. Modifications such as name revisions, dignitary title changes, completion dates, and text revisions may be required to maintain the sign in accordance with current information. All modification to the text on the construction sign shall

match the font and format of the original text. The Contractor shall attach the modified text to the construction sign in a manner that will not peel off. The Contractor shall install custom information on the sign within forty-eight (48) hours of direction by the Engineer. Permit (where required) and protective laminate shall be maintained in good condition.

NOTE: Upon completion of the contract, the sign shall be removed by the Contractor.

MEASUREMENT AND PAYMENT: For each **CONSTRUCTION SIGN** of each type furnished and erected in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Construction Sign furnished and erected and shall include the cost of all labor, materials and equipment necessary to complete the work, including hardware for mounting on fence or frame and continuous maintenance, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment for work performed under this item shall be made as follows:

50% - upon initial installation

50% - at Substantial Completion, having maintained the construction sign until Final Acceptance of the contract to the satisfaction of the Engineer.

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ITEM NO. 3 CONSTRUCTION FENCE 8'-0" HT. - MOVABLE

WORK: Under this item, the Contractor shall furnish and install **CONSTRUCTION FENCE 8'-0" HT. - MOVABLE** which consist of chain link construction fence in accordance with the plans, specifications and as directed by the Engineer.

The Movable Construction Fence shall be installed either in timber curbs or in water filled plastic barriers so that existing pavements will not be disturbed or damaged.

MATERIALS: Unless otherwise herein specified, all materials of construction shall comply with Section B, "Materials and Methods of Construction".

FABRIC: Fabric shall be 11 Ga. galvanized steel wire woven into two (2") inch diamond mesh, knuckled at the bottom and barbed at the top.

LINE POSTS: Line posts shall be TYPE I, two and one-half (2 ½") inch O.D. galvanized steel, standard weight pipe conforming to F 1083, schedule 40, weighing 3.65 pounds per linear foot or posts may be TYPE II, SS-40 steel tubing as manufactured by Allied Tube and Conduit Corp. of Harvey, Illinois, or approved equal. Tubing must conform to ASTM A-569, cold rolled steel pipe and coated with a minimum of 0.9 ounces of zinc per square foot, a minimum of 15 micrograms of zinc chromate per square inch. Steel tubing supplied under this option shall be of the same outside diameter as Schedule 40 pipe and achieve minimum yield strength of 50,000 p.s.i.

TERMINAL POSTS: Terminal posts, including corner posts and gate posts, shall be three (3") inch O.D. galvanized steel, standard weight pipe conforming to ASTM F1083 schedule 40, weighing 5.79 pounds per linear foot.

TOP AND BOTTOM TENSION WIRE: Tension wire shall be No. 6 gauge galvanized wire.

FITTINGS AND HARDWARE: Hardware, fittings and post caps shall be ductile iron, cast steel or pressed steel, all hot dipped galvanized.

GATES: Gates shall be of similar construction as the fence and shall be provided with locks. Gates shall be eight (8'-0") feet high and shall be placed at locations as shown on the plans or as required by the Contractor and approved by the Engineer. The Engineer shall be supplied with a set of keys, one (1) key for every lock.

BRACES: Braces for gates, if required, shall be one and five-eighths (1 5/8") inch O.D. galvanized steel, standard weight pipe conforming to ASTM F 1083, schedule 40, weighing 2.27 pounds per linear foot. Trusses shall be five-sixteenths (5/16") inch diameter adjustable truss rods.

TIMBER CURB: Timber curb shall be twelve (12") inches X twelve (12") inches Douglas Fir No. 2 Timbers, graded in accordance with 'Grading Rules for Western Lumber' or Southern Yellow Pine No. 2 timbers, graded in accordance with 'Standard Grading Rules for Southern Pine Lumber', or approved equal. Timbers shall be predrilled and painted with reflectorized

white and orange stripes per City of New York DOT Standard Detail # H-1012 R79.

Preservative Treatment: All wood components shall be pressure preservation treated in strict accordance with the provisions of the American Wood Protection Association, (AWPA), standards. Wood shall be seasoned, either by air-drying or kiln drying, and the moisture content prior to treatment shall be not more than 25%. Wood shall be treated to a net retention of .40 pounds per cubic foot with ACQ (ammoniacal copper quatenary), Copper Azole preservation, or approved equal. The preservative shall penetrate 2.5 inches or 85% of the sapwood. All details of treatment methods, quality, control and product testing shall be in accordance with the appropriate AWPA standards. In accordance with New York State Environmental Conservation Law section 37-109, CCA (chromated copper arsenate) treatment is prohibited as a wood preservative treatment material. If any other preservative treatment is proposed, the Contractor shall submit documentation that such treatment conforms to the AWPA Standards for treatment of the wood for the intended use.

WATER FILLED PLASTIC BARRIER: Plastic barrier shall be constructed of high density polyethylene and filled with water after it is installed to increase weight and stability. Each plastic barrier shall be at a minimum sixty (60") inches in length, thirty-six (36") inches in height, and a base width of twenty-four (24") inches. The barriers shall have the capability to be linked together to form a continuous barrier and shall be capable of being linked together form angles or radii. Plastic barriers shall have pre-formed holes on top for insertion of construction fence posts and shall be model no. ATM-590, manufactured by ATM Traffic Systems, LLC, South Plainfield, NJ, or approved equal.

INSTALLATION:
Install Timber Curb or Water Filled Plastic Barriers with the chain link fence atop, at locations round the construction site, to secure the site at all times. Location of movable construction fence shall be as shown on the drawings and as directed by the Engineer. All gaps between the chain link fence panels are to be filled with chain link mesh, to secure the site from any unauthorized entry.

Chain link fabric shall be secured to line posts with three-sixteenths (3/16") inch aluminum tie-wire spaced eighteen (18") inches apart on posts. Fabric shall be secured to terminal posts with tension bars and bands and to top and bottom tension wires with 9 gauge hot rings spaced twenty-four (24") inches apart. Post caps shall be installed on all posts.

LINE POST SPACING SHALL NOT EXCEED EIGHT (8'-0") FEET ON CENTER.

The Contractor shall maintain the movable construction fence and gates during the life of this contract and shall repair or replace all members that are disturbed, damaged, destroyed or vandalized at no cost to the City. Upon completion of the work, the fence and timber curbs/plastic barriers shall be removed from the site to the satisfaction of the Engineer. Finished fence shall not display Fence Company name or other forms of advertising.

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TIMBER CURB: Movable construction fence shall be installed in pre-drilled holes in timber curbs, and bolted in place through plate brackets, to prevent removal. Plate brackets shall be six (6") inches x six (6") inches square one-quarter (¼") inch thick steel plates with three (3") inch holes to slide over posts and welded in place eleven and one-half (11 ½") inches from bottom of posts. Contractor shall also have the option of securing posts to timber with base plates with sleeves to receive them. Timbers shall be joined with steel splice plate assemblies.

WATER FILLED PLASTIC BARRIER: Fence posts of Movable Construction Fence shall be set in holes which shall have been formed in the plastic barrier. The barriers are to be shimmed and leveled to ensure a smooth, continuously aligned fence. All the fences shall be secured to each section of barriers to ensure ease of mobility. The plastic barriers shall be filled with water to prevent lateral displacement and increase stability. Water in plastic barriers can be drained to facilitate moving the fence and must be refilled once it is set in the new location or as directed by the Engineer.

RELOCATION OF FENCE: Contractor shall move the construction fence as required to accommodate the work and as directed by the Engineer. The Movable Construction Fence shall be relocated up to three (3) times as directed by the Engineer, not including initial installation and final removal. If directed by the Engineer, movable construction fence shall be removed prior to the completion of the Work.

Contractor shall be responsible for coordinating work throughout construction in a timely manner. Any damage to the Movable Fence, Timber Curbs, and/or Water Filled Plastic Barriers shall be repaired or replaced by the Contractor, as many times as necessary, at no additional cost to the City.

Contractor is also responsible for restoration of any planting or pavement disturbed by fence or in areas adjacent to fencing, after removal of fencing is completed. The cost of the restoration shall be included under this item.

The Contractor shall maintain the moveable construction fence and gates during the life of this contract and shall repair or replace all members that are disturbed, damaged, destroyed or vandalized at no cost to the City. Upon completion of the work the fence and timber curbs/plastic barriers shall be removed and shall become the property of the Contractor.

MEASUREMENT AND PAYMENT: The quantity of **CONSTRUCTION FENCE 8'-0" HT. -MOVABLE** to be paid for under this item shall be the number of **LINEAR FEET** of construction fence on timber curb or on water filled plastic barriers furnished and installed complete, including gates in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price bid per **LINEAR FOOT** of construction fence 8'-0" Ht. with timber curb or with plastic barriers, including gates, furnished and installed, and shall include the cost of all labor, material, equipment including relocation of fence as required to facilitate the work, constructing timber curbs or filling barriers with water, and incidental expenses necessary to complete and maintain the work in accordance with the plans and specifications to the

satisfaction of the Engineer.

Payment for work performed under this item shall be made as follows:

50% upon initial installation

50% upon removal, having maintained the fencing to Final Acceptance of the contract to the satisfaction of the Engineer.

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ITEM NO.N/A **MAINTENANCE AND PROTECTION OF TRAFFIC -TYPE A**
ITEM NO.N/A **MAINTENANCE AND PROTECTION OF TRAFFIC -TYPE B**
ITEM NO.4 **MAINTENANCE AND PROTECTION OF TRAFFIC -TYPE C**

WORK: Under these items, the Contractor shall maintain and protect traffic for the duration of the portion of the contract work performed in the street and/or sidewalk. The purpose is to protect the traveling public from all damage to persons and property within the contract limits and furnish, erect and maintain warning signs, barricades and lamps, all in accordance with the contract drawings, specifications, and directions of the Engineer.

NOTE: Contractor is advised that each of the three (3) types of Maintenance and Protection described below requires a different level of work, and the Contractor should expect to perform all work required to adequately protect the traveling public as directed by the Engineer.

Nothing herein contained shall be construed so as to prevent the Engineer from requesting the Contractor to provide such other suitable devices or special measures as the Engineer determines necessary for proper safety of the public or for the control of traffic during construction work. Obstructions to traffic (both vehicular and pedestrian) at any location will be tolerated only so long as is necessary for the proper performance of the contract work.

SCOPE OF WORK: The typical work under these three (3) items will consist of all provisions necessary for maintenance and protection of traffic in conjunction with contract work as follows:

TYPE A: Street excavations for utilities, including water taps and connections to subsurface utilities.

TYPE B: Construction of sidewalks and/or street pavements or curbs. Also shall include work described under TYPE A, above.

TYPE C: Major malls, traffic triangles and/or public street constructions typically involving street closures, reconfigurations and repaving. Also shall include work described under TYPE A and TYPE B, above.

The Contractor shall conduct his operations so as to interfere with traffic as little as possible, and effect, by every reasonable means, the safety and comfort of pedestrians, vehicles and vehicular passengers passing over or adjacent to the site of the work.

In the execution of the Contract, work shall be arranged and traffic shall be maintained as scheduled on the drawings, or as directed by the Engineer.

Under these items, subject to the approval of the Engineer, the Contractor shall perform the following:

TYPES A, B, and C:
Keep the surface of all pavement used by the public free and clean of all dirt, debris, stones, timbers, or other obstructions to provide a safe travelled way.

Furnish, erect and place approved signs and cones for the directing of traffic, danger signs for curves, narrow pavement and other dangerous locations, and road closure signs.

Provide watchmen and flagmen as may be necessary in the opinion of the Engineer for the protection of traffic.

TYPES B and C:
Furnish and erect barricades which shall be adequately lighted at night and on which red danger lights shall be displayed where needed.

Furnish and erect temporary barricades and guide railing at points of hazard.

TYPE C:
Provide concrete "jersey barriers", as necessary.

Provide detours in street as necessary to reroute traffic.

SIGNS: Under these items, the Contractor shall construct, erect and maintain suitable signs for the direction and protection of traffic. These signs shall not only warn the traveler of the route or track to be followed in case of detours, but also shall warn of points of unusual danger. At points of termination of pavement, where shown on drawings or where required by the Engineer, signs of sizes indicated on plans shall be erected. Warning signs for termination of pavement shall be erected in advance of the point of pavement change as directed by the Engineer.

Signs required for maintenance of traffic shall be in accordance with the rules, regulations and specifications of the Manual on Uniform Traffic Control Devices (MUTCD).

All barricades, danger signals, warning signs, indicators or obstructions not designed or suitable for use in the dark shall be removed from the roadway each evening by a time not later than one-half (1/2) hour after sunset, as reported daily in newsprint referring to New York City, and the particular day in question, nor shall any obstructions as noted above be placed in the street earlier than one-half (1/2) hour before sunrise.

When performing work during the dark hours, the Contractor shall use reflectorized barricades, reflectorized signs, illuminated devices, and suitable warning lights facing the approaching traffic to warn, direct and protect from damage vehicles, pedestrians, workmen and equipment. All such warning devices shall have the approval of the Engineer, and he shall prescribe the minimum requirements for each such warning device.

GENERAL: Under all these items, all areas in which work is to be done shall be adequately barricaded and closed off before such work is begun.

At least one flagman shall be required to be on duty for the direction of traffic during all working hours and one night watchman may be required to continuously patrol the contract to make sure that all signs are in place, all lights lighted, and all temporary timber curbing properly in place.

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Danger signs shall be equipped with acetylene Gas Generating Units for such locations where electrical energy is not suitably available.

The Contractor shall furnish, erect, and install illuminated barricades when needed and as directed by the Engineer. The details of these may be shown on the plans.

Barricades shall be erected at points of abrupt changes in the direction of traffic, at points of similar hazard or where required by the Engineer. They shall be painted in alternate black and white stripes as directed by the Engineer, or indicated on drawing.

When necessary to perform the work and allow traffic to flow unimpeded, the Contractor shall install steel plates in the roadway in compliance with NYC DOT rules and as directed by the Engineer. Pursuant to NYC DOT rules all steel plates shall comply with the New York State Skid Resistance of 36 or greater, matching the existing adjacent surfaces of the roadway. The number of 36-skid resistance is determined by ASTM E274- (Skid resistance of paved surfaces using full scale tire test). In addition the plates shall comply with the British Pendulum Test with a BPN of 55 or greater as determined by ASTM E303, latest revision. These test results numbers shall be maintained as long as the plates remain in the roadway.

The Contractor shall paint all barricades, signs and railings with two (2) coats of white paint, after which he shall apply one (1) coat of colored paint where shown on the plans or as directed by the Engineer.

Upon completion of the work, all signs, barricades and temporary curbing shall be removed from the site by the Contractor.

PERMITS: Contractor is responsible for obtaining all permits from appropriate agencies and utilities prior to commencement of work. Contractor shall coordinate work per M.T.C.C.C. requirements and shall prepare a Maintenance and Protection of Traffic Plan if so required by same.

The Contractor shall obtain all necessary permits for the closing of roads and shall comply with all laws or ordinances applicable to the work under this contract. The Contractor shall pay for all service charges and permits as part of the bid price of this item.

COOPERATION: The Contractor shall cooperate in every respect with other agencies of the State, City and private agencies engaged in construction work in the vicinity. Lighting and other methods of protection shall be changed from time to time as conditions change and as ordered by the Engineer.

TIME OF COMPLETION DAMAGES: The Contractor shall have no claim against the City for the extension of the time of completion of this contract nor for damages due to delay, inconvenience or expense caused by the provisions of this item.

MEASUREMENT AND PAYMENT: For performing all work required for the **MAINTENANCE AND PROTECTION OF TRAFFIC** of the various types in accordance with the plans, specifications, and direction of the Engineer the Contractor will receive the **LUMP SUM** price bid.

The price bid shall be a **LUMP SUM** for Maintenance and Protection of Traffic and shall include the cost of all labor and materials, including barricades, timber curbs, generating units, signs, permits, removing temporary detours, restoring disturbed areas, steel plates, where required, and all other incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

Restoration of street shall be paid for separately under the item "Restoration of Street Pavement". Construction Fence, if required, shall be paid for separately under its own contract item.

E N D O F P A G E

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ITEM NO.5 TEMPORARY WOODEN TREE GUARD
ITEM NO.6 TEMPORARY WOODEN TREE GUARD FOR GROVES

WORK: Under these Items, before commencing any work on the site, the Contractor shall erect **TEMPORARY WOODEN TREE GUARD**, and/or **TEMPORARY WOODEN TREE GUARD FOR GROVES** around existing trees in accordance with the plans, specifications and directions of the Engineer. Work shall be in accordance with Parks Standard Detail, "Tree Protection and Sediment Control." Also, the branches of existing trees shall be tied up, when directed, to prevent injury during work on the site. Temporary Wooden Tree Guard is intended to protect individual trees. Temporary Wooden Tree Guard for Groves shall enclose a group (or grove) of several trees.

MATERIALS: Unless otherwise herein specified, all materials of construction shall comply with Section B, "Materials and Methods of Construction".

Tree Guard: Lumber shall be Yellow Pine, Douglas Fir or Spruce of the dimensions shown on plans. Nails shall be galvanized. No paint will be required. All work shall be done in a neat and workmanlike manner to the satisfaction of the Engineer.

High Density Polyethylene (HDPE) mesh: Color to be orange.

Line Post/Stake: Line post/Stake shall be No. 4 rebar.

INSTALLATION:

The temporary wooden tree guards shall be installed where shown on the contract drawings. Posts shall be installed at approximately eight (8') feet on center, unless otherwise noted on the plans or directed by the Engineer. They shall be installed with line post/stakes securely attached with No. 4 rebar attached with galvanized wire to the wooden posts and driven a minimum of two (2') feet into the ground, or as directed by the Director of Landscape Construction or his designated representative, without damage to existing trees. If any temporary wooden tree guards are damaged during the course of the work, they shall be immediately repaired, or replaced by a new temporary wooden tree guard at no additional expense.

HDPE mesh shall be attached to outside of tree guard, straight and taut, with no stretching or sagging, and secured using galvanized wire or staples. Work is to be done in a neat and workmanlike manner. All extra mesh shall be trimmed or properly secured.

Temporary wooden tree guards shall remain in place and not be moved or removed without written permission of the Director of Landscape Construction Unit or his designated representative until all work which might cause damage or defacement has been completed. Upon completion of the work, to the satisfaction of the Engineer, the Contractor shall remove and dispose of all temporary wooden tree guards.

MEASUREMENT AND PAYMENT: For all **TEMPORARY WOODEN TREE GUARD** furnished, erected and removed under this contract complete in accordance with the plans,

specifications and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** for **TEMPORARY WOODEN TREE GUARD** and shall include the cost of all labor, materials, and equipment to furnish, erect and remove the tree guards, including line post/stakes, HDPE mesh, all hardware and tying of tree branches, any hand excavation required, and all other incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

The quantity of **TEMPORARY WOODEN TREE GUARD FOR GROVES** to be paid for under this Item shall be the number of **LINEAR FEET** of tree guard furnished, erected and removed complete in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of **TEMPORARY WOODEN TREE GUARD FOR GROVES** and shall include the cost of all labor, materials, and equipment required to furnish, erect and remove the tree guards, including line post/stakes, HDPE mesh, hand excavation, if required, all hardware and tying of tree branches, and all incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment for work performed under these Items shall be made as follows:

50% - upon initial installation
50% - at Substantial Completion, having maintained the fencing until Final Acceptance of the contract, to the satisfaction of the Engineer.

The City reserves the right to eliminate these Items from the contract.

Where needed, additional tree protection, such as "Protect Existing Tree Roots With Wood Chips", "Protect Existing Tree Roots With Plywood", and "Temporary Snow Fence Boundary" shall be paid for separately under their respective Contract Items.

E N D O F P A G E

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ITEM NO. 7 PROTECT EXISTING TREE ROOTS W/WOOD CHIPS - 6" DEPTH

WORK: Under this Item, the Contractor shall **PROTECT EXISTING TREE ROOTS W/ WOOD CHIPS – 6" DEPTH** in accordance with the plans, specifications, and directions of the Engineer.

For additional requirements, see General Conditions, Special Provisions, Section C, Article 14 "Tree Work".

MATERIAL: Unless otherwise specified, the materials shall meet the requirements of Section B, "Materials and Methods of Construction".

Wood Chips: Wood chips shall be clean chips free of any deleterious material such as ash or insecticide. Chips may be of any wood except wood waste generated from an Asian Longhorned beetle infestation or an Emerald Ash borer infestation. Wood chips produced on the site through authorized pruning and tree removal may also be used for this work. Chips shall be derived from tree material, not from wood waste or by-products like sawdust, shredded palettes, or other debris.

INSTALLATION: Wood Chips for temporary tree root protection during construction shall be applied by hand to the surface of the tree protection area as shown on the plans or as directed by the Engineer. Wood chips shall be applied to a uniform depth of six (6") inches over the entire area and shall be so distributed as to create a smooth level cover.

Maintenance of six (6") inch depth: If any wood chips are dislocated or depleted during the course of the work, they shall be immediately replaced with new wood chips within 24 hours of notification at no additional cost to Parks.

Removal: At the completion of the work of this contract, unless otherwise directed by the Engineer, the Contractor shall remove the wood chips by hand. Wood Chips to protect existing roots shall remain in place and not be moved or removed without written permission of the Engineer until all work which might cause soil compaction or root damage has been completed.

The Contractor may submit a written request to remove by machine to the Landscape Construction Unit. No machine removal shall be allowed without prior approval and supervision by the Landscape Construction Unit. If any trees are damaged during removal of wood chips, the provisions of Section C, Article 14 Remediation and Damage Assessment shall apply. Upon completion of the work, the wood chips shall be removed by the Contractor and legally disposed of.

MEASUREMENT AND PAYMENT: The quantity of **PROTECT EXISTING TREE ROOTS W/ WOOD CHIPS – 6" DEPTH** to be paid for under this item shall be the number of **SQUARE FEET** of wood chips furnished and installed in tree root areas, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **SQUARE FOOT** of wood chips to protect existing tree

roots and shall include the cost of all labor, materials, and equipment necessary or required to complete the work including furnishing, removal and disposal of wood chips, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment for work performed under this item shall be made as follows:

50% - upon initial installation
50% - upon removal of wood chips, having maintained the wood chips at six (6") inch depth until Final Acceptance of the contract to the satisfaction of the Engineer.

Where required, and as directed by the Engineer, additional tree protection, such as "Geotextile-Stabilization" shall be paid for separately under its own contract item.

E N D O F P A G E

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ITEM NO. 8 PROTECT EXISTING TREE ROOTS W/ PLYWOOD OR MATS

WORK: Under this item, the Contractor shall **PROTECT EXISTING TREE ROOTS W/ PLYWOOD OR MATS** in accordance with the plans, specifications, and the direction of the Engineer. Plywood sheets or ground surface protection mats shall be installed as a temporary protection for tree roots during construction operations and shall be removed from the site at the Contractor's expense when work is complete.

For additional information regarding procedures, see General Conditions, Special Provisions, Section C, Article 14 "Tree Work".

MATERIALS: Unless otherwise specified, the materials shall meet the requirements of Section B, "Materials and Methods of Construction".

Plywood: shall be new or gently used four (4') foot by eight (8') foot sheets with a minimum thickness of one-half (½") inch. Hardware to fasten plywood sheets shall be corrosion resistant steel. CCA treated lumber is not acceptable for this Work. Due to inferior performance in wet conditions, oriented strand board (OSB) is not acceptable under this specification.

OR

Ground Surface Protection Mats: shall be manufactured from high-density polyethylene (HPDE), one-half (½") inch thick minimum, measure approximately four (4') foot by eight (8') foot, equipped with a lip on two sides that creates an overlapping joint with an adjoining mat to allow for effective load distribution between mats, have an interlocking mechanism consisting of multiple connection points uniformly spaced along the full length of the overlapping lips of adjacent mats with fixed locking pins, and a potential load bearing capacity of at least sixty (60) tons dependent upon sub-surface properties. Mats shall be similar to "Dura Deck®" as manufactured by Signature Systems Group, NY, NY or "AlturnaMATS®" as manufactured by Checkers Justrite Safety Group, Mattoon, IL, or approved equal.

EXECUTION:

The Contractor shall place plywood sheets and/or ground surface protection mats in areas shown on the drawings and as directed by the Engineer. The Contractor shall saw cut and fasten plywood sheets if necessary to fit into tree root areas. The Contractor shall place and fasten ground surface protection mats throughout the tree root areas as shown on the tree protection plan. Plywood/Ground surface protection mats shall remain in place and not be moved or removed without written permission granted by Landscape Construction Unit until all work which might cause compaction or root damage has been completed.

If any plywood/ground surface protection mat is dislocated, damaged, or destroyed during the course of the work, it shall be immediately replaced by new or gently used plywood/ground surface protection mat within forty-eight (48) hours of notification at no additional cost to Parks. All hardware shall be removed from the site when plywood/ground surface protection mat is relocated

or removed. Plywood sheets/ground surface protection mats and all associated hardware shall be removed as necessary to facilitate construction and when they are no longer required on site as determined by the Engineer. If any trees are damaged during removal, the provisions of Section C, Article 14 Remediation and Damage Assessment shall apply. Plywood sheets/Ground surface protection mats shall become the property of the Contractor upon removal.

SUBMITTALS: All submittals shall conform to Section C, General Conditions, Special Provisions, Article 11.

Catalog Cuts: The Contractor shall submit catalog cut of plywood and/or ground protection mat for approval prior to installation.

MEASUREMENT AND PAYMENT: The quantity of **PROTECT EXISTING TREE ROOTS W/ PLYWOOD OR MATS** to be paid for under this item shall be the number of **SQUARE FEET** measured in place, laid in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per **SQUARE FOOT** of plywood or mats used for tree root protection and shall include the cost of all labor, materials and equipment including plywood or ground protection mats, cutting of mats, corrosion resistant hardware, relocating, replacing and removing plywood or ground protection mats as directed by the Engineer, and all incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

Payment for work performed under this item shall be made as follows:

50% - upon initial installation

50% - upon removal of plywood or mats, having maintained the plywood or mats until Final Acceptance of the contract to the satisfaction of the Engineer.

Where required, additional tree protection such as "Protect existing tree roots with Wood Chips" shall be paid for separately under its own contract item.

END OF PAGE

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ITEM NO.9 STUMP REMOVAL OVER 6" TO 12" DIA.

WORK: Under this Item, the Contractor shall remove and dispose of designated existing stumps over six (6") inches in diameter, in accordance with the plans, specifications and as directed by the Engineer.

METHOD: Stumps and roots shall be excavated to a depth of three (3') feet. All voids and excavations left after the removal of the stump and roots shall be backfilled to grade with clean earth fill in accordance with the specification for "Borrowed Fill". The fill shall be placed and compacted by acceptable methods to the satisfaction of the Engineer. Chips generated by stump removal operations shall be removed prior to backfilling.

If, when removing the stumps, existing walks or curbs are disturbed, the Contractor shall restore and/or reset these walks and curbs, at no additional cost, to the satisfaction of the Engineer. The Contractor is responsible for locating and protecting underground utilities from damage during excavation and/or grinding of stumps.

PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of stumps removed, based on the unit bid price for removing a stump over 6" to 12" in diameter (base unit).

STUMP DIAMETER	STUMP UNITS	PAYMENT PER STUMP REMOVED
Over 6" to 12"	1.0 (base unit)	100% of Unit Bid Price
Over 12" to 18"	1.25	125% of Unit Bid Price
Over 18" to 24"	1.50	150% of Unit Bid Price
Over 24" to 30"	2.0	200% of Unit Bid Price
Over 30" to 36"	2.25	225% of Unit Bid Price
Over 36" to 42"	2.5	250% of Unit Bid Price
Over 42" to 48"	3.5	350% of Unit Bid Price
Over 48"	4.0	400% of Unit Bid Price

ARBITRARY EXAMPLE: For example, removal of one (1) 16" diameter stump would receive payment for 1.25 stump units, removal of one (1) 36" diameter stump would receive payment for 2.25 stump units and one (1) 26" diameter stump would receive payment for 2.0 stump units for a total of 5.50 stump units.

The stump diameter shall be measured in the presence of the Resident Engineer or a Landscape Construction Unit representative.

MEASUREMENT AND PAYMENT: The quantity of **STUMP REMOVAL** to be paid for under this item shall be the number of stump units calculated in accordance with the above payment schedule, completely removed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price for **EACH** stump of the over 6" to 12" diameter size group removed and shall include the cost of all labor, materials and equipment necessary for removing stumps,

including disposal of any generated material and required fees for disposal, borrowed fill, restoration of walks and curbs disturbed by this operation, maintenance and repair of utilities and all other incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

NOTE: All stumps 6" diameter and less shall be removed under the Item "Clear and Grub".

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ITEM NO.10 TREE REMOVAL OVER 6" TO 12" DBH
ITEM NO.N/A TREE REMOVAL OVER 6" TO 12" DBH (STUMP TO REMAIN)

WORK: Under the Item **TREE REMOVAL OVER 6" TO 12" DBH**, the Contractor shall cut and remove within the contract limits, all trees over six (6") inches DBH, including the root to a depth of three (3') feet below the surface, where shown on the plans or as directed by the Engineer. Under the Item **TREE REMOVAL OVER 6" TO 12" DBH (STUMP TO REMAIN)**, the Contractor shall cut and remove within the contract limits, all trees over six (6") inches DBH, but the stump shall remain, where shown on the plans or as directed by the Engineer.

Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above grade.

METHOD: The Contractor shall carefully protect against damage all existing trees, plants and other features to remain. The Contractor shall be liable for any damage to trees, plants, park features and other property caused by the tree removal operation. All damages shall be replaced or restored to its original condition, to the satisfaction of the Engineer, at no additional cost to the Agency.

Tree Removal: The Contractor shall cut and remove all trees designated for removal within the limits of the contract or as directed by the Engineer. The stumps and roots of these trees shall be removed to a depth of three (3') feet below the ground surface.

All voids and excavations left after removal of the tree and roots shall be backfilled to grade with clean fill. The fill shall be placed and compacted by acceptable methods to the satisfaction of the Engineer and shall meet the requirements of Parks Standard Item "Borrowed Fill". Chips generated by root removal operations shall be removed prior to backfilling.

Tree Removal (Stump to Remain): For trees designated for removal with stump to remain, the stumps of these trees shall be cut flush to the ground surface.

Cutting of trees shall be done by competent workmen only and in workmanlike manner. All trees shall be "topped" and "limbed" previous to felling unless otherwise directed by the Engineer. All branches, limbs, trunks, stumps, roots and other debris shall be removed from the site or otherwise disposed of to the satisfaction of the Engineer.

No trees are to be removed except as ordered by the Engineer.

PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of trees removed, based on the unit bid price for removing a tree over 6" to 12" DBH (base unit).

TREE DBH	TREE UNITS	PAYMENT PER TREE REMOVED
Over 6" to 12"	1.0 (base unit)	100% of unit bid price
Over 12" to 18"	1.25	125% of unit bid price
Over 18" to 24"	1.5	150% of unit bid price
Over 24" to 30"	2.0	200% of unit bid price
Over 30" to 36"	2.5	250% of unit bid price
Over 36" to 42"	3.5	350% of unit bid price

Over 42" to 48"	4.5	450% of unit bid price
Over 48"	5.5	550% of unit bid price

Arbitrary Example: For example, removal of (1) 30" DBH tree would receive payment for 2.0 tree units, removal of (1) 22" DBH tree would receive payment for 1.5 tree units, and removal of (1) 7" DBH tree would receive payment for 1.0 tree unit, for a total payment of 4.5 tree units.

The tree DBH shall be measured in the presence of the Resident Engineer or a representative of the Landscape Construction Unit.

MEASUREMENT AND PAYMENT: The quantity of **TREE REMOVAL** or **TREE REMOVAL (STUMP TO REMAIN)** to be paid for under these Items shall be the number of tree units calculated in accordance with the payment schedule above, completely removed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price for **EACH** tree of the over 6" to 12" DBH size group, and shall include the cost of all labor, materials and equipment necessary for removing and disposing trees, including removal of root to 3' depth where required, borrowed fill, and all other incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Removal of trees over 2 1/2" to 6" DBH may be paid under this Item, provided the Contract does not include a separate item for Clear and Grub. At the sole discretion of the Engineer, in consultation with Landscape Construction Unit, the Contractor shall be paid fifty (50%) percent of the base unit bid price for removal of trees over 2 1/2" to 6" DBH, where directed in writing. When an item for Clear and Grub is in the contract, all trees six (6") inches DBH and under within the contract limit line shall be removed and paid for under the item "Clear and Grub".

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ITEM NO.11 REMOVE STEEL BAR REINFORCED CONCRETE

WORK: Under this Item, the Contractor shall demolish and **REMOVE STEEL BAR REINFORCED CONCRETE** pavements, foundation walls and slabs, and other materials which require hoe ram or other heavy concrete breaking equipment for the performance of the work.

All curbs, (including curbs containing steel reinforcement, except Type 8 and larger), unit masonry foundations such as brick and concrete block, and all other materials which can be removed with equipment performing normal excavation operations, shall be **excluded** from this item. Removal of concrete pavement reinforced with welded wire mesh or other concrete removal that does not require special equipment is also excluded. This work shall be paid for under the Item "Unclassified Excavation".

EXECUTION: The Contractor shall verify all dimensions and conditions in the field and shall be responsible for same. The Contractor shall demolish and remove reinforced concrete and foundations as indicated on the plans and as directed by the Engineer.

Foundation walls shall be demolished and removed to a depth of four feet (4'-0") below proposed elevations. No payment will be made for the removal of any foundation material which, for the convenience of the Contractor, exceeds the depth of four feet (4'-0") below proposed finished grade.

DISPOSAL: All material shall be removed from the site and legally disposed of by the Contractor.

UTILITIES: Should the Contractor encounter any utilities or services during the performance of the work, he shall notify the City Department or Utility Company owning or controlling such services for appropriate cutoff or repairs. Any service cutoff or interruption by the Contractor shall be restored by the Contractor as part of the bid price of this item.

MEASUREMENT AND PAYMENT: The quantity of **REMOVE STEEL BAR REINFORCED CONCRETE** to be paid for under this Item shall be the number of **CUBIC YARDS** of material removed, measured in its original position in accordance with the plans and specifications, and as directed by the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of steel bar reinforced concrete removed and shall include the cost of all labor, material and equipment required, including sawcutting, burning steel rebars, disposal and all incidental expenses necessary to complete the work in accordance with the plans, and specifications, to the satisfaction of the Engineer.

Removal of DPR standard type eight (8) curb and larger may be paid for under this Item. Removal of all other reinforced curbs and concrete reinforced with welded wire mesh shall be paid for under the contract Item “Unclassified Excavation”.

END OF PAGE

Rev. 03/07/2019 STANDARD

ITEM NO. 12 REMOVE BENCH

WORK: Under this Item, the Contractor shall excavate and remove the existing benches, including slats, legs, concrete footings and concrete slab (whatever is existing) in accordance with the plans, specifications and directions of the Engineer.

METHOD: Where it is necessary to remove a minor quantity of existing block pavement to facilitate the removal of a bench slab or a bench footing, the Contractor shall remove and reset the block. Payment for removing and resetting block shall be deemed included in the price bid for this item.

All materials excavated and removed shall be disposed of off the site in a legal manner by the Contractor as part of the bid price of this item. All parts and hardware deemed salvageable by the Engineer shall be delivered to a city storage yard specified or ordered by the Engineer.

BENCH: The Contractor shall remove all bench legs and footings, and shall also break up and remove bench slabs, if existing, up to four foot (4'-0") in width using extreme care to not damage adjacent pavement to remain. Contractor shall not remove existing aggregate sub-base. The Contractor shall fill voids where benches will not be replaced.

MEASUREMENT AND PAYMENT: The quantity of **REMOVE BENCH** shall be the number of **LINEAR FEET** of bench removed, measured in place along the top slat, in accordance with the plans, specification and direction of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of bench removed and shall include the cost of labor, materials, equipment including removing and resetting surrounding block pavement, delivery of salvaged material, if required, and incidentals necessary to complete the work including in accordance with the specifications and directions of the Engineer.

Removal of concrete slab and/or concrete footings shall be paid for separately under the item "Unclassified Excavation".

END OF PAGE

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ITEM NO.13 **REMOVE CONCRETE CURB**

WORK: Under this Item, the Contractor shall saw-cut and completely remove and dispose of existing damaged concrete curbs and curb footings, all in accordance with the plans, specifications and directions of the Engineer.

The Contractor shall perform this work with all due care, taking precautions to protect the adjacent pavements and structures, and shall be responsible for any damages he may cause to them during the performance of his operations.

The payment lines for the removal of the existing concrete curbs shall be neat lines.

MEASUREMENT AND PAYMENT: The quantity of **REMOVE CONCRETE CURB** to be paid for under this Item shall be the number of **CUBIC YARDS** of concrete curb removed and disposed of in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of concrete curb removed and shall include the cost of all labor, materials, and equipment required, including saw-cutting, excavation, and disposal, and all incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

END OF PAGE

Rev. 2/28/2019 STANDARD

ITEM NO.14 CLEAR AND GRUB (N.T.E. $1,000.00)

WORK: Under this item, the Contractor shall perform **CLEAR AND GRUB** including removal of all objectionable material, such as trees up to and including six (6") inches DBH, all shrubby growth and brush, vines, ground covers, stumps up to and including six (6") inches in diameter, roots and weeds, stones, wood and all trash within the limits of the contract, in accordance with the plans and specifications or as directed by the Engineer.

METHOD: The Contractor shall carefully protect all trees, shrubs and other growth to remain. The Contractor shall be liable for any and all damages to property caused by Clearing and Grubbing operations. All damaged trees and plants, areas, and construction shall be replaced or restored to their original condition to the satisfaction of the Engineer as part of the bid price of this item.

Unless otherwise directed, the Contractor shall thoroughly clear, grub and remove all objectionable surface material. When directed, objectionable subsurface material, as heretofore described, shall be removed to a depth of six (6) inches.

No trees or shrubs shall be removed except as ordered by the Engineer.

All cleared and grubbed material and all other debris shall be removed from the site and legally disposed of as directed by the Engineer.

SPECIAL REQUIREMENTS FOR CLEARING AND GRUBBING UNDER EXISTING TREES: Clearing and grubbing under the drip line of existing trees shall be performed by hand methods only. Tree protection fences shall not be moved or removed without the written permission of the Director of Landscape Construction or his designated representative. In addition, all requirements as described in Section C, Article 14 shall apply.

MEASUREMENT AND PAYMENT: For performing the work **CLEAR AND GRUB** under this item, in accordance with the plans, specifications and directions of the Engineer, the Contractor shall receive the **LUMP SUM** price bid.

The price bid shall be a **LUMP SUM** and shall include the cost of all labor, materials and equipment necessary for clearing and grubbing all objectionable material within the limits of the contract, and all work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

The lump sum price bid for this item shall not exceed $1,000.00. In the event that a lump sum price of more than $1,000.00 is indicated in the bid for this item, the City will substitute therefore the sum of $1,000.00 and make the necessary adjustment in the lump sum price bid.

END OF PAGE

Rev. 05/23/2025 STANDARD

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ITEM NO. 15 **SAW CUT PAVEMENT**
ITEM NO. N/A **SAW CUT CURBS AND WALLS**

WORK: Under these items, the Contractor shall saw cut existing pavements and/or saw cut existing curbs and walls in accordance with the plans, specification and direction of the Engineer.

EXECUTION: All work shall be done by competent mechanics in an approved manner to the satisfaction of the Engineer.

All saw cutting shall be carried out to the full depth of the pavement, curb or wall to be cut. Saw cutting shall be done to accurate, neat and straight lines marked previously to commencement of work. Saw cutting shall be done with approved power saws specifically designed and manufactured for such a purpose.

Workmen shall wear safety clothing and eye protection while operating saw equipment and shall be thoroughly familiar in the safe operation of the equipment.

MEASUREMENT AND PAYMENT: The quantity of **SAW CUT PAVEMENT** and **SAW CUT CURBS AND WALLS** to be paid for under these items shall be the number of **LINEAR FEET** of saw cutting performed, in accordance with the plans, specifications and directions of the Engineer. Measurement of curbs and walls shall be either horizontal or vertical, whichever quantity is greater.

The price bid shall be a unit price per **LINEAR FOOT** and shall include the cost of all labor, materials, equipment and incidentals necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

E N D O F P A G E

Rev. 6/4/1998 STANDARD

ITEM NO. 16 **ROCK EXCAVATION**

WORK: Under this item, Contractor shall carefully loosen, break up and excavate existing rock required for the proper completion of the work shown on the plans, including trenches, and shall break up and dispose of the excavated material in accordance with the plans, specifications and directions of the Engineer.

Rock shall be excavated to a depth to allow the placing of the work.

Where rock occurs and footings or walls rest on same, the rock shall be leveled to a clean, even hard surface. Sloping rock for bearings shall be stepped and treated in the same manner, all subject approval of the Engineer.

Work that is excavated to a greater extent than required by the drawings and which is within the bearing area of walls, footings or slabs, shall be filled with same kind of concrete.

Rock excavation shall include only excavation of boulders of more than thirteen (13) cubic feet in volume and ledge rock which is determined by the Engineer to be so hard that it is necessary to loosen and handle with a power shovel, special rock breaking equipment or blasting.

Excess material and material not suitable for backfill shall be removed form the site and disposed of by the Contractor. No additional payment will be made for material removed from the site, but the cost thereof shall be deemed included in the price bid for this item.

METHOD: The Contractor may excavate the rock by any method which is satisfactory to the Engineer and which will prevent damage to existing surfaces and structures adjacent to the work. The approval of the method of excavation shall not be construed as relieving the Contractor of any of his responsibilities or liabilities for damages.

The Contractor shall exercise great care in the use of explosives to prevent damage to adjacent property and shall comply with all Federal, State and City laws regarding the handling, storage and use of explosives and shall obtain the necessary permits at his own expense.

The Contractor shall employ only experienced supervisors and workmen in the handling, loading and firing of dynamite. All employees engaged in this work shall be properly licensed by the City of New York for the handling of explosives.

MEASUREMENT AND PAYMENT: The quantity of **ROCK EXCAVATION** to be paid for under this item shall be the number of **cubic yards** of material, measured in its original position, excavated and disposed of in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of rock excavated and shall include the cost of all labor, materials, equipment and incidental expenses necessary for the excavation and disposal of excavated material, obtaining permits and other incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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Where no payment lines are shown, payments lines will be made between vertical planes produced from the neat lines of foundations or structures.

E N D O F P A G E

Rev.11/2/2011 STANDARD

ITEM NO. 17 **HAND AND/OR PNEUMATIC EXCAVATION**

WORK: Under this Item, the Contractor shall perform **HAND AND/OR PNEUMATIC EXCAVATION** in accordance with the plans, specifications, and directions of the Engineer.

INTENT: The intent of the item is to either hand excavate or excavate with a pneumatic air device in areas where trenching or other excavation is required within the drip line of existing trees and/or excavation around gas lines and other sensitive areas. These are areas, where in the opinion of the Engineer, use of a backhoe or tractor would not be appropriate.

NOTIFICATION: All excavation work performed within the dripline of existing trees shall be supervised by the Landscape Construction Unit (LCU). The Contractor shall notify the Director of LCU or the designated representative a minimum of forty-eight (48) hours in advance of any work to be done under the dripline of existing trees.

METHOD: All work performed within the dripline of existing trees shall be performed in accordance with Section C, Article 14 "Tree Work". Prior to beginning work, the area to be trenched/excavated shall be thoroughly wetted, twenty-four (24) hours in advance, to minimize dust to the greatest extent possible. Trenching/Excavation shall be accomplished either by hand or with a pneumatic device such as an Air-Spade® 2000, as manufactured by AirSpade, Chicopee, MA, or approved equal. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). All pneumatic excavation shall be as minimal as possible in width and depth, thereby minimizing the impact on tree roots and other areas where the Engineer determines that conventional machine excavation may be detrimental. Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material. Depth shall be as indicated on Contract Drawings or as directed by the Engineer. Depths greater than eighteen (18") inches shall require removal of soil by hand shovel, or other appropriate means.

Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations.

All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Landscape Construction Unit (LCU). If directed, soaker hoses shall be installed to facilitate properly moist conditions.

No roots shall be cut without the written authorization or direction from the Director of LCU or the designated LCU representative.

Necessary inspections of piping shall be scheduled in advance, especially those involving inspections performed by outside Agencies.

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Excavated materials which in the opinion of the Engineer are suitable for backfilling shall be stored or placed within the limits of the Contract, where directed by the Engineer.

DISPOSAL: Excess material that is not suitable for backfill as deemed by the Engineer, must be legally disposed of as part of the bid price of this item. All excess material shall be removed in compliance with current New York State Department of Environmental Conservation (NYSDEC) regulations. Where quantities of excess material exceed ten (10) cubic yards, or as directed by the Engineer, a material disposal plan shall be submitted (see SUBMITTALS). Any testing required by the disposal facility to accept the excess material shall be included under the bid price of this item, unless otherwise specified.

Disposal of excess excavated fill materials including soil, or similar material, designated as contaminated (hazardous and non-hazardous) shall be paid for separately under their respective bid item(s).

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Method: The Contractor shall submit in advance the proposed method of excavation performed under this item.

Catalogue Cuts: If a pneumatic device is utilized, all product literature of the device shall be submitted for review and approval.

Material Disposal Plan: When quantities of material to be removed from the site is greater the ten (10) cubic yards, the Contractor shall submit a disposal plan documenting that all material will be disposed in accordance with all applicable City, State and Federal laws. The plan shall be submitted twenty-one (21) days prior to commencement of trucking operations for the Engineer's approval. At minimum the plan must include the following:

- List of all anticipated materials proposed for disposal/recycling and their respective anticipated quantities.
- Proposed List of disposal/recycling facilities and copies of their relevant permits.
- Proposed List of transporters and copies of relevant permits.
- A copy of the waste tracking document to be used to record all disposal activities (See contract item "Unclassified Excavation" for sample sheet).

Waste Tracking Document: Completed copies of the waste tracking document recording all disposal activities shall be submitted after all disposal activity is complete.

Testing Results and Disposal Facility Approval: For soil or similar materials or material classified by NYSDEC as "fill", the following additional information should be included.

At least fourteen (14) calendar days before beginning of materials disposal, the contractor shall provide testing results and proof of disposal facility approval that meets the requirements of this section.

1. Submit results of all analytical sample data and complete copies of all chains-of-custody for the materials being disposed. Contractor shall provide laboratory sample data report with standard laboratory quality control data deliverables and a spreadsheet in electronic format with soil data comparison to Restricted Residential Soil Clean up Objectives (RRSCOs) and separate comparisons to any disposal facility-specific acceptance criteria.

2. Submit an approval letter from the disposal facility allowed disposal of material at their facility. The letter must be prepared by the disposal facility on their letterhead. At minimum, it must reference the testing results, the date of the results, and the quantity of material accepted.

MEASUREMENT AND PAYMENT: The quantity of **HAND AND/OR PNEUMATIC EXCAVATION** to be paid for under this Item shall be the number of **CUBIC YARDS** of material excavated, as measured in its original position, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of Hand and/or Pneumatic Excavation and shall include the cost of all labor, materials, and equipment necessary, including compressor and backfilling, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Note: Any overruns of quantity on this item shall be identified and approved prior to use, in writing, by the Engineer.

Where required, disposal of materials designated as contaminated (hazardous and non-hazardous) shall be paid for separately under their respective contract items.

END OF PAGE

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ITEM NO. 18 UNCLASSIFIED EXCAVATION

WORK: Under this item the Contractor shall do all excavating, not included under other items, required for grading, trenching, paving, curbs, construction and reconstruction of structures, such as buildings, subsurface structures or any other structures; and shall place, compact and dispose of excavated materials in accordance with the plans, specifications and directions of the Engineer.

DEFINITION: Excavation shall be defined as the removal of fence footings, pavements (including concrete pavement reinforced with welded wire mesh), all curbs (except DPR standard type eight (8) and larger), earth, boulders, buried timbers, broken concrete pieces, unit masonry foundations e.g. concrete block, brick and other materials of any nature whatsoever encountered that will not require special rock or hoe ram type heavy concrete breaking equipment, unless otherwise specified. Disposal of excess excavated fill materials including soil or similar material designated as contaminated (hazardous and non-hazardous) shall be paid for separately under its own respective bid item.

Where directed, excavation within the tree protection zone shall be performed with equipment of lighter weight to avoid compaction, as approved by the Director of Landscape Construction Unit or his designated Representative.

EXCAVATION AND FILLING: The entire area of work shall be brought to the required lines and grades by excavation and filling. Excavation materials suitable in the opinion of the Engineer, shall be used in making embankments and filling the low areas of the work, and at such places as the Engineer may direct.

PROTECTION OF EXISTING TREES AND SHRUBS: All tree and shrub roots exposed by excavating operations must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Director of Landscape Construction, or his designated representative. If directed, soaker hoses shall be installed to facilitate properly moist conditions. No roots shall be cut without written permission of the Director of Landscape Construction or his designated representative. In certain areas the Contractor shall use the Standard Specification "Hand and/or Pneumatic Excavation", in accordance with the Contract Drawings and directions of the Engineer. Also see Section C, Article 14, 'Tree Work' for additional information and requirements.

SUBGRADE: All soft, boggy, clayey or other objectionable material below the proposed subgrade shall be removed, and the area refilled with acceptable material.

SOD: Sod removed from excavation shall be disposed of to the satisfaction of the Engineer, but shall not be used in construction of embankment.

BOULDERS: The Contractor shall remove all boulders, stone or pieces of concrete, lumber, iron or other material that project above subgrade. Any stone larger than two (2) cubic feet in volume shall not be placed within two (2) feet of the finished surface.

DRAINAGE STRUCTURES: Existing catch basins, drop inlets, manholes and similar structures to be abandoned shall be broken down and excavated to a depth of four (4) feet below the finished surface, and the void backfilled with suitable material. All drainage lines and sewer lines designated to be abandoned or plugged under this contract, shall be plugged at both ends with average concrete twelve (12") inches into the pipe.

EMBANKMENT, COMPACTING: Embankment shall be carried on as directed by the Engineer, and shall be constructed in successive horizontal layers not over six (6") inches in depth, extending across the entire fill. It shall be spread by a "Bulldozer", or other acceptable methods, and each six (6") inch layer shall be thoroughly compacted by rolling with a self-propelling roller weighing not less than ten (10) tons and completed to the satisfaction of the Engineer. In places where the character of the material makes the use of this roller impractical or where drains or other construction may be damaged, a lighter one may be substituted, or the area shall be compacted by tamping, all with the approval, and to the satisfaction of the Engineer.

On side-hill fills or where the nature of the materials make layer rolling impractical the Contractor shall use other means, satisfactory to the Engineer, of depositing and compacting the material. In order that fills and embankments may be allowed natural settlement to as great an extent as possible, all structures below the surface shall be constructed and backfilled as long as possible before the construction of any other work.

All hollows and depressions which develop during the process of rolling and compacting shall be filled with acceptable material, and the subgrade shall again be compacted. This process of filling and compacting shall be repeated until no depressions develop.

Care shall be taken not to roll clay foundations enough to develop a plastic condition. Where required in the opinion of the Engineer, areas shall be compacted and settled by puddling with water.

EXCAVATING FOR FOUNDATIONS: All excavations shall be cut accurately to required lines and dimensions for work on drawings and shall be large enough to provide adequate clearance for the proper execution of the work within them.

BOTTOMS OF EXCAVATIONS: The Contractor shall level the bottoms of all excavations accurately to the lines and levels shown on the plans or as directed by the Engineer to receive the bottoms of footings or other work supported on soil.

Where excavation for a foundation has been carried below the indicated level by error on the part of the Contractor, he will be required to fill the space between the incorrect and required depth with average concrete at no additional cost to the City.

STORAGE AND PLACEMENT: All those excavated materials which in the opinion of the Engineer are suitable for backfilling shall be stored or placed within the limits of the Contract, where directed by the Engineer. Refer to Article 14, Section C, for requirements to eliminate surface and subsurface root damage and soil compaction.

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DISPOSAL: Excess material excavated must be legally disposed of as part of the bid price of this item. All excess material shall be removed in compliance with current New York State Department of Environmental Conservation (NYSDEC) regulations. Where quantities of excess material exceed ten (10) cubic yards, or as directed by the Engineer, a material disposal plan shall be submitted (see SUBMITTALS). Any testing required by the disposal facility to accept the excess material shall be included under the bid price of this item, unless otherwise specified.

SHORING: Wherever necessary to maintain the banks of excavation in a safe and stable condition, the Contractor shall furnish and install temporary sheet piling or planks, braces and shores of good sound timber of adequate strength, and shall remove such piling or shoring as the foundation work progresses.

All shoring work shall meet or exceed the requirements of the New York State Department of Labor Industrial Code Rule 23 and Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction.

Where the depth of excavation exceeds five (5) feet, sheeting and necessary bracing must be installed for the entire depth below the existing ground surface.

The type of sheeting and bracing shall be satisfactory to the Engineer and subject to his approval, but the approval by the Engineer of a method to be used does not relieve the Contractor of his responsibility for protection and safety.

The foregoing shall include the construction and removal of sheeting and bracing, the excavation and maintenance of temporary ditches, and the furnishing and operation of pumps or other appliances needed to properly drain the work. No additional payment will be made for this work, but payment therefore shall be deemed included in the cost of this item.

Separate payment shall be made for temporary sheeting only where the depth of excavation exceeds five (5) feet. When sheeting is used in trenches or excavations for structures of five (5) feet or less in depth, the cost of such sheeting and bracing, unless ordered left in place, shall be deemed included in the cost of this item.

INSPECTION: When the excavations have been carried to the required depth as shown on the drawings, the Contractor shall do no more work until after inspection by the Engineer, who shall order the foundation or other work to proceed, or further excavation, as the conditions indicate. No foundation or other work shall be done until the excavations theretofore have been approved by the Engineer.

BACKFILL: After inspection and approval of masonry foundations and other work which is to be covered by backfill, the excavated voids around masonry and other work shall be filled with clean excavated material, puddled and rammed solid every six inches (6") of depth.

No direct payment shall be made for re-handling of excavated materials for backfilling structures, nor for any other purposes necessary to complete the work as shown on the plans, but the

compensation will be considered as having been included in the price bid for excavation. Backfilling inside of sheeting shall be placed before sheeting is removed.

After areas and trenches have been excavated and structures constructed therein, the spaces around and above them shall be carefully backfilled with acceptable material. Backfill shall be placed on both sides of structures to approximately the same elevation at the same time. All backfill shall be thoroughly tamped and rammed in place in layers not over six (6) inches in depth, using rammers of a weight acceptable to the Engineer. If directed by the Engineer, the backfill shall be thoroughly saturated with water as it is placed.

Backfill adjacent to foundation walls shall be pneumatically compacted.

BAILING AND DRAINING: The Contractor shall furnish all materials, appliances and labor required to keep the site of the work free from water, ice and snow during construction.

UTILITIES AND SERVICES: It is the Contractor's responsibility to detect and protect existing utilities (to remain) from damage during construction. Prior to start of construction the Contractor is required to notify:

New York 811 website: http:/www.ny-811.com
(800) 272-4480 (Admin); (800) 524-7599 (Fax)
E-mail: NY@occinc.com

when excavation operations are to be conducted in the installation of any item of work that is deemed part of the original contract provisions or is specifically ordered by the Agency.

New York State General Business Law Article 36 and New York State Public Service Law Section 119-b, as set forth in Code Rule 753 mandates that the Contractor notify all underground facility operators in the area not less than two (2) and not more than ten (10) business days before the start of excavation to ensure that utility service lines are properly marked prior to excavation.

The Contractor's obligation to protect utilities is not relieved by calling the One Call Center. The Contractor shall understand that not all utilities will be identified by the One-Call Center and the Contractor is still responsible to locate these and other utilities, to the best of his ability, using electronic probes, or other methods, prior to the start of excavation. The Contractor shall then proceed cautiously and perform hand excavation, as necessary, to protect the utility as directed by the Engineer, at no extra cost to the City. If a utility is inadvertently damaged, it is the Contractor's responsibility to restore that utility to operating condition, equal to that existing prior to damage. The Contractor shall remain at the site with the damaged utility until it has been restored and there is no danger to the public (i.e. exposed live electrical wires, etc.).

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Material Disposal Plan: When quantities of material to be removed from the site is greater than ten (10) cubic yards, the Contractor shall submit a disposal plan documenting that all material will be

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disposed in accordance with all applicable City, State and Federal laws. The plan shall be submitted twenty-one (21) days prior to commencement of trucking operations for the Engineer's approval. At minimum the plan must include the following:

- List of all anticipated materials proposed for disposal/recycling and their respective anticipated quantities.
- Proposed List of disposal/recycling facilities and copies of their relevant permits.
- Proposed List of transporters and copies of relevant permits.
- A copy of the waste tracking document to be used to record all disposal activities (See SK-1 for sample tracking sheet).

Waste Tracking Document: Completed copies of the waste tracking document recording all disposal activities shall be submitted after all disposal activity is complete.

Testing Results and Disposal Facility Approval: For soil or similar materials or material classified by NYSDEC as "fill", the following additional information should be included.

At least fourteen (14) calendar days before beginning of material disposal, the contractor shall provide testing results and proof of disposal facility approval that meets the requirements of this section.

1. Submit results of all analytical sample data and complete copies of all chains-of-custody for the materials being disposed. Contractor shall provide laboratory sample data report with standard laboratory quality control data deliverables and Microsoft Excel electronic data deliverables with soil data comparison to Restricted Residential Soil Clean up Objectives (RRSCOs) and separate comparisons to any disposal facility-specific acceptance criteria.

2. Submit an approval letter from the disposal facility allowed disposal of material at their facility. The letter must be prepared by the disposal facility on their letterhead. At minimum, it must reference the testing results, the date of the results, and the quantity of material accepted.

MEASUREMENT AND PAYMENT: The quantity of **UNCLASSIFIED EXCAVATION** to be paid for under this item shall be the number of **CUBIC YARDS** of material, measured in its original position, excavated and disposed of as directed by the Engineer.

The price bid shall be a unit price per **CUBIC YARD** for Unclassified Excavation and shall include the cost of all labor, materials, equipment and incidental expenses necessary for the excavation, disposal, placing of excavated material, pumping, sheeting and bracing, disposal plan, and other incidental work and expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

For computation of quantities of excavation, no deductions shall be made in the areas of any cross section for any pipe or similar obstruction unless the area of such obstruction is greater than one square foot. Unless otherwise specified, **all Excavation payment lines shall be produced from neat lines except as follows:** Payment lines for pipes, drainage structures, foundation walls and

Type 8 (eight) curbs (only) shall be as shown on Drainage Details - Number 2 of D.P.R. Standard Details.

Rock excavation, removal of steel bar reinforced concrete, and average concrete for plugging existing drain lines shall be paid for under their respective contract items.

Rock excavation includes only excavation of boulders of more than thirteen (13) cubic feet in volume and ledge rock which is determined by the Engineer to be so hard that it is necessary to loosen and handle with a power shovel, special rock breaking equipment or blasting.

Payment for temporary sheeting shall be paid for separately only when the depth of excavation exceeds five (5) feet or if the sheeting is less than five (5) feet and is ordered left in place.

Removal of all curbs (including those with steel reinforcement) shall be paid for under this item except DPR standard type eight (8) and larger, which may be paid for under the item "Removal of Reinforced Concrete."

Where required, disposal of materials designated as contaminated (hazardous and non-hazardous) shall be paid for separately under their respective contract items.

Hand and/or Pneumatic Excavation, where deemed necessary, shall be paid for separately under its own contract item.

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SK-1 Sample Waste Tracking Document

NEW YORK STATE OF OPPORTUNITY. Department of Environmental Conservation

Part 360 Series Waste Tracking Document - Construction & Demolition Debris

This form may be used to satisfy the tracking document requirements of both section 361-5.6 and section 364-5.1 for the transport of C&D Debris

TYPE OF C&D DEBRIS:	☐ Limited-Use Fill ☐ Restricted-Use Fill ☐ Contaminated Fill ☐ Fill Material - Unknown ☐ General Fill Residue Construction Waste Demolition Waste ☐ Other (specify): _____
WASTE QUANTITY:	_____ Tons _____ Cubic Yards Check box to indicate quantity is estimated: ☐
LOCATION WHERE WASTE WAS PICKED UP:	Source Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____

GENERATOR: Name: _____ DEC Permit/Reg. No. (if applicable): _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative of Generator: _____ Phone: _____

Transporter Name: _____

Receiving Facility Name: _____ Chosen by Transporter

Address: _____ City: _____ State: _____ Zip: _____

I have completed this tracking document describing the waste and identifying the transporter and receiving facility. I certify, under penalty of law, that the information provided in this waste tracking document has been prepared under my direction and supervision and further certify that the information contained herein is true and accurate. I am aware that any false statement made on this document is punishable pursuant to Section 210.45 of the Penal Law.

Signature: _____ Date: _____

TRANSPORTER: *To be completed by Transporter* DEC Permit/Registration No.: _____

Transporter Company Name: _____

Describe all Discrepancies in type or quantity of waste: _____

_____

Driver Name (print): _____ Phone: _____ Plate No.: _____

Signature: _____ Date: _____

RECEIVING FACILITY: *To be completed by Receiving site* DEC Permit/Reg. No. (if applicable): _____

Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Put [X] for: [ ] interim processor, or [ ] final site

Describe all Discrepancies in type or quantity of waste: _____

_____

I certify, under penalty of law, that the information contained herein is true and accurate.
I am aware that any false statement made on this document is punishable pursuant to Section 210.45 of the Penal Law.

Print Name: _____ Phone: _____

Signature: _____ Date: _____

The completed tracking document for all waste types must be returned to the Generator within two weeks of receipt of the waste.
Statewide for restricted-use fill, limited-use fill and contaminated fill, and for all waste types, except residue, generated in the City of New York, a copy of the completed tracking document must also be provided to NYS DEC within 15 days of waste delivery to the receiving facility.
[ref: 6 NYCRR 364-5.1(b)(5)]

Rev: May2018, Ver 1

Return completed forms to NYS DEC by e-mail to transport@dec.ny.gov OR fax to 518-402-9034 OR mail to 625 Broadway, 9th Floor, Albany, NY 12233-7251.

ITEM NO. 19 DISPOSAL OF CONTAMINATED, NON-HAZARDOUS MATERIALS AND WASTES

WORK: Under this item, the Contractor shall perform all work required for the **DISPOSAL OF CONTAMINATED, NON-HAZARDOUS MATERIALS AND WASTES** in accordance with the contract drawings, specifications, and direction of the Engineer. Work under this item is in addition to what is required under the contract item(s) "Unclassified Excavation" and/or "Hand and/or Pneumatic Excavation". Additional work includes, but is not limited to, handling, transporting and disposing of material deemed unsuitable for reuse (beyond base cost paid for under the excavation items listed above). All contaminated, non-hazardous material shall be disposed of to an Agency approved disposal facilities having the necessary licenses and permits to accept the characterized waste and debris.

Contaminated, Non-Hazardous Materials and Waste shall be as defined as those soil and fill materials (in excess of what a project requires) having chemical constituents in excess of the Restricted Residential Soil Cleanup Objectives (SCOs) listed in Title 6 NYCRR Part 375 Soil Cleanup Objectives. These materials require approved recycling or disposal at a regulated facility.

SCOPE: Provide all labor, materials, and equipment necessary to handle, load, characterize, and dispose of Contaminated, non-hazardous fill encountered or generated during the course of the Work. Excavation of contaminated, non-hazardous fill shall be performed and paid for under the contract item(s) "Unclassified Excavation" and/or "Hand and/or Pneumatic Excavation".

Handling includes but is not limited to: the temporary stockpiling of contaminated, non-hazardous materials generated from excavation; movement and /or relocation of any container or storage tanks that contain contaminated, non-hazardous materials to be transported off-site; and application of any and all measures necessary to mitigate odors and dust within and from leaving the immediate Work area. Contaminated, non-hazardous material to be reused on site as suitable backfill shall be placed and paid for under the contract item "Unclassified Excavation".

Loading includes, but is not limited to: temporary stockpile, a storage tank and/or a container onto a licensed waste transporter to be brought to an off-site facility for disposal.

Characterization includes, but is not limited to: sampling waste materials, preparing sample shipping containers, transporting those containers to an ELAP (Environmental Laboratory Approval Program) certified laboratory, and analyzing the materials for proper transport and disposal. Sufficient samples shall be collected by the Contractor for any testing required by the proposed waste disposal facility and applicable permits and regulations and/or based on observations of gross soil contamination (e.g., petroleum staining, odors) in the field at a particular location as directed by Parks. Parks may request random samples to be taken and tested at the Contractor cost to verify Contractor's test results.

Management includes, but is not limited to, determining efficient and effective methods to handle the impacted material and wastes; collecting and analyzing representative samples of impacted wastes as required to properly characterize waste materials for treatment and/or disposal; decontaminating trucks, equipment, personnel, and any fuel storage tanks leaving the site;

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developing and implementing a construction sequence that minimizes or eliminates any overnight stockpiling of impacted materials and wastes; applying water to material stockpiles to avoid dusting conditions, and temporarily covering impacted material and wastes exposed during implementation of the Work.

Adhere to regulations, specifications, and recognized standard practices related to impacted material encountered during excavation and dewatering activities. The Engineer is not responsible at any time for the Contractor's violation of pertinent state or federal regulations or endangerment of laborers and others.

PERMITS, CODES AND SAFETY REGULATIONS

All work must conform to the Specifications and comply with applicable codes, permits and regulations.

The Contractor shall comply with all rules, regulations, laws, permits and ordinances of all authorities having jurisdiction including, but not limited to, NYCDEC, NYSDEP the United States Environmental Protection Agency (USEPA), New York State Department of Labor, and the U. S. Department of Labor's Occupational Safety and Health Administration (OSHA). Provide all labor, materials, equipment and services necessary to make the Work comply with such requirements without additional cost to the City.

Comply with the applicable provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.

The Contractor is responsible to procure and pay for all permits and licenses required for completion of the Work specified herein.

DOCUMENTATION

Prepare for signature by the Resident Engineer all waste manifests and Bills of Lading that will be used to transport wastes off-site for either re-use, treatment, recycling or disposal to an Agency-approved facility.

The Contractor shall ensure that the information on the Bills of Lading and waste manifests generated during each removal event are correct.

The Resident Engineer will sign all waste manifests and Bills of Lading as the generator of the wastes.

The Contractor shall oversee the removal operations and document the details about the waste hauler. This will include the details of each waste hauler vehicle, including the vehicle number designated by the company, the license plate state and number. The Contractor shall also record the driver's name, the waste manifest number, Bill of Lading number provided for that load to be transported by the waste hauler vehicle. This will also include the date and time that each waste hauler vehicle arrives on-site and the date and time the waste hauler leaves the site.

A copy of the waste manifest and Bill of Lading will be retained for the files and other copies are to accompany the loading being hauled to the off-site facility. All copies must have the waste generator's signature and the waste hauler driver's signature with the appropriate date and times.

The Contractor must provide complete waste manifests signed and returned by the facility representative from the re-use, treatment, recycling or disposal facility to the Engineer. The Contractor shall review the Bill of Ladings and the waste manifest to ensure that all wastes (quantity and type) that were removed and were hauled off-site were received by the designated facility.

If there appears to be a discrepancy between the documentation of the wastes hauled off-site and what was received by the designated facility, this finding will be immediately communicated to appropriate parties, including the Engineer, and appropriate protocols to track where the wastes were transported and their final whereabouts will be implemented. A copy of these documents will then be forwarded to the Environmental Remediation Unit for review.

Contractor is to perform all waste characterization sampling. Analysis results are to be submitted to the Environmental Remediation Unit and used to determine appropriate disposal facility. This is to be completed before any wastes are hauled off-site.

Provide all necessary documentation concerning the legitimacy of the disposal facility and its ability to accept the type of wastes as classified by waste characterization sampling. Ensure all debris has been crushed to comply with size requirements of the disposal facility. This is to be completed after the sample analysis results are evaluated and disposal details determined but before the waste is hauled off-site.

The Contactor shall be responsible for obtaining any and all permits and/or approvals required to complete this work. The Contractor shall be responsible for all costs and fees incurred for permits and by law and/or associated with performing this Work at no additional cost to the City.

EXECUTION: The work shall be performed by OSHA certified workers, who are experienced in dealing with contaminated and hazardous materials and in particular are experienced in the types of contamination involved.

General Requirements: Provide all materials and equipment of appropriate type as outlined in the Contract Documents and maintain in proper operating condition. Storage and handling areas shall have impoundment systems capable of containing materials, substances, and wastes until proper clean up can be employed if a spill or leak were to occur.

Items that cannot be containerized shall be placed on impervious surfaces, not directly on the ground and covered with an impervious compatible material such as plastic sheeting or tarp to prevent exposure to wind and precipitation. The covering material shall either be tied or weighed down to thwart movement that can lead to unacceptable exposure of substances or materials.

Provide a minimum of 30-mil thick polyethylene barriers for covering temporary stockpiles and/or

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open excavations.

Provide bulk storage containers (roll-off containers) with water-tight covers if used by the Contractor to transport or temporarily store material and wastes of any nature on the Site.

Ensure the installation of at least 30-mil thick polyethylene liner or approved equivalent liners and covers for vehicles transporting excavated wastes to off-site re-use treatment, recycle and/or disposal locations.

Any liquid wastes shall also be properly containerized and disposed off-site; under no circumstances are these wastes to be poured down a drain or into the storm water catch basin.

Contractor shall summarize in a table format the quantities of wastes handled, loaded, and characterized. This information shall be provided to the Engineer.

In general segregate wastes for treatment or disposal based on characterization:

1. Contaminated, Non-Hazardous
2. Contaminated, Hazardous Wastes

Provide safe access to any stockpile material or excavation to allow sampling by the Agency.

Coordinate the loading and hauling off-site of all materials and wastes exiting the Site with the approved treatment or disposal facility.

Notify the Engineer at least one (1) business day in advance of any material loading for off-site transport.

Decontaminate all tools, heavy machinery, personnel, tires, and excavating and hauling equipment used during excavation, stockpiling, and any handling of material prior to being removed from the Site. Use high-pressure water to limit the amount of decontamination water generated.

Provide appropriate means of containing any decontamination fluids and other waste products that were generated during the decontamination process of what is deemed significantly contaminated items. Any decontamination fluids or solids generated from cleaning significantly contaminated items (that could lead to potential contaminant impacts to the surface and subsurface on the Site) are to be containerized, properly labeled and staged and may be required to be sampled for waste characterization for eventual off-site disposal.

Contaminated, Non-Hazardous Materials and Waste: Whenever and wherever possible direct-load all excavated contaminated material and wastes, onto vehicles for transportation off-site for subsequent re-use, treatment, recycling and/or disposal. Whenever and wherever possible re-use excavated material as on-site backfill in areas that are suitable for fill.

Temporary stockpiles must meet the following criteria at a minimum:

1. Construct in areas outside high-traffic areas that are approved by the Engineer or as shown on contract drawings.

2. Store in pre-designated areas for subsequent loading and disposal/recycling according to its waste type.
3. Construct such that storm water runoff is diverted from stockpiled materials. Compost filter sock or equivalent sediment/silt control must be placed around the perimeter of each stockpile area. Stockpile slopes may not exceed two (2) horizontal to one (1) vertical.
4. Grade stockpiles to shed water.
5. Cover stockpiled material prior to inclement weather and at the end of each work day with polyethylene overlapped and weighted to form a continuous waterproof barrier over the material.
6. Maintain the cover throughout the stockpile period to prevent water from entering the stockpiled materials and to prevent dust and odors.
7. Install polyethylene sheeting underneath the stockpile to prevent contamination of existing soil.

Use polyethylene sheeting to cover and secure all soil stockpiles allowed by Engineer and exposed excavation face(s) at the end of each day. Maintain cover on exposed impacted soil when excavation is not active.

Implement procedures that minimize spillage of waste during loading and that will limit the time required to decontaminate transport vehicle prior to their departure from the Site.

Inspect the liner in the bed of each tractor trailer truck to ensure that it is in proper condition and is properly placed before loading excavated materials onto the vehicle. Do not load tractor trailer trucks that are not lined.

Clearly identify materials staged for off-site transport to ensure loading onto the correct disposal vehicle(s). The Contractor is solely responsible for coordinating the loading and shipping of all materials leaving the Site.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11. The Contractor shall submit the following for review and approval:

Excess Material and Waste Disposal Plan: Within twenty-one (21) calendar days following the Order-To-Work date and prior to mobilization, the Contractor shall provide an "Excess Material and Waste Disposal Plan" that meets the requirements of this Section. The Plan shall contain the following items at a minimum:

1. For each proposed disposal facility, the Contractor shall submit the following:
    - Name, address and location of the facility, including owner's name, address, telephone, and fax number and the contact person at the facility.
    - The Federal and State Disposal Facility Identification Number and permit expiration date.
    - Copies of currently valid permits from all applicable regulatory agencies to specifically accept the materials from the Site. Such permits shall indicate that they are presently in effect. Permits shall state the maximum capacity of the

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facility to accept those materials or else the Contractor shall provide a letter from the applicable regulatory agency verifying this maximum capacity.

- A listing of the number and types of analytical testing required for initial determinations of the contaminated material for each disposal facility. Also, to be included are the testing requirements and frequency for testing of the material once the initial characterization has been made.

2. Provide a sampling plan indicating where and how samples will be collected and their respective analytical parameters.
3. For each proposed transporter, the Contractor shall submit the following:
    - Copies of currently valid permits from all applicable regulatory agencies. Such permits shall indicate that they are presently in effect.
    - For Part 364 Permits, the proposed disposal facilities must be identified on the permit.
    - For all other states traversed by the transport vehicles, the Contractor shall obtain and submit all necessary vehicle and hauling permits.

Testing Results and Disposal Facility Approval: At least fourteen (14) calendar days before beginning of soil disposal, the contractor shall provide testing results and proof of disposal facility approval that meets the requirements of this section.

1. Submit results of all analytical sample data and complete copies of all chains-of-custody for any contaminated materials testing. Contractor shall provide laboratory sample data report with standard laboratory quality control data deliverables and Microsoft Excel electronic data deliverables with soil data comparison to Restricted Residential Soil Clean up Objectives (RRSCOs) and separate comparisons to any disposal facility-specific acceptance criteria.

2. Submit an approval letter from the disposal facility allowing disposal of material at their facility. The letter must be prepared by the disposal facility on their letterhead. At minimum, it must reference the testing results, the date of the results, and the quantity of material accepted.

Bill of Lading, Truck Manifest and Scale Tickets: The Contractor shall submit a copy of each completed signed manifest or bill of lading and certified weigh scale tickets used for each waste load transported and disposed of off-Site. Copies of the completed/signed manifests or bill of ladings shall be provided by the Contractor to the Resident Engineer when the waste leaves the Site and again as final copies accepted and signed by the disposal facility within thirty (30) days of the waste leaving the Site.

The following submittal is required for sites in DEC/DEP regulatory program ONLY:

Waste Disposal Log: A Waste Disposal Log that documents all waste removed from the Site shall be maintained at the Site by the Contractor. At a minimum, the log shall include the following information: date shipped, manifest/bill of lading number, waste type, source/location, quantity, shipper name, truck license no., trailer license no., disposal method, and disposal facility name. Copies of the updated written log shall be provided to the Resident Engineer and/or Independent

Environmental Monitor on a weekly basis along with copies of associated waste shipment documentation.

MEASUREMENT AND PAYMENT: The quantity of **DISPOSAL OF CONTAMINATED, NON-HAZARDOUS MATERIALS AND WASTES** to be paid for under this item shall be the number of **TONS** of material, determined by truck manifest and scale tickets, disposed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per **TON** of non-hazardous materials and wastes disposed of and shall include the cost of all labor, materials, equipment, and incidental expenses necessary including handling, loading, management, disposal of contaminated material, confirmatory chemical testing required for waste characterization, all submittals, all fees required, and other incidental work and expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

The Contractor will not be entitled to additional payments related to the transportation or disposal of materials including, but not limited to demurrage for vehicles or loads rejected by the facility for any reason.

Excavation of all nonhazardous contaminated material shall be paid for separately under the contract items "Unclassified Excavation" and/or "Hand and/or Pneumatic Excavation".

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ITEM NO. 20 TEMPORARY SHEETING

WORK: Under this item, the Contractor shall provide **TEMPORARY SHEETING** and bracing in all trenches or excavations for structures, where necessary for the proper protection of persons or property, in accordance with the contract drawings, specifications, and direction of the Engineer. Where the depth of excavation is five (5') feet or greater, sheeting and necessary bracing must be installed for the entire depth below the existing ground surface and will be paid for under this item.

All temporary sheeting work shall meet or exceed the requirements of the New York State Department of Labor, Industrial Code Rule 23 and Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA) and shall meet the latest version of the NYC Building Code.

INSTALLATION: The type of sheeting and bracing shall conform to the approved shop drawings and to the satisfaction of the Engineer. The approval by the Engineer of a method to be used does not relieve the Contractor of his responsibility for protection and safety. Unless otherwise directed, all temporary sheeting and bracing shall be removed prior to backfilling.

When sheeting is used in trenches or excavations for structures of less than five (5') feet in depth, the cost of such sheeting and bracing, unless ordered left in place, shall be included in the bid price for the item "Unclassified Excavation" (see specification section "Shoring").

Permit: When required, the Contractor shall file and obtain NYC Department of Buildings (DOB) permit prior to excavation. Third party inspection shall be conducted as required by the permit.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11. The Contractor shall submit the following for review:

Shop Drawing: The Contractor shall submit temporary sheeting design detail drawing prepared, signed and sealed by a NYS licensed Professional Engineer who has demonstrated knowledge or experience in the design of retaining structures or bracing systems for the support of excavation for approval by the Agency. Drawings shall clearly illustrate all related protection and support of the excavation, including but not limited to sloping, stepping, sheeting, shoring, bracing, guardrail systems and fences in accordance with OSHA and NYC DOB requirements. Drawings shall also indicate any utilities or public infrastructure impacted by the excavation.

MEASUREMENT AND PAYMENT: The quantity of **TEMPORARY SHEETING** to be paid for under this item shall be the number of **SQUARE FEET** of sheeting, measured on exposed surfaces from surrounding grade to the bottom of the excavated area, after installation in accordance with the plans, specifications, and the directions of the Engineer.

The price bid shall be a unit price per **SQUARE FOOT** of Temporary Sheeting and shall include the cost of all labor, material, equipment and incidental expenses necessary including employing the services of a Professional Engineer, filing with DOB, when required, and complete removal

prior to backfilling, as necessary, to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own contract item. Third party inspection shall be paid for separately.

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ITEM NO. 21 BORROWED FILL (TRUCK MEASURED)

WORK: Under this Item, the Contractor shall furnish and place documented **BORROWED FILL (TRUCK MEASURE)** obtained from outside the site of the work, to bring the site to the required lines and grades indicated on the drawings and/or as directed by the Engineer.

MATERIALS: All fill material shall be from a source approved by the New York City Department of Parks and Recreation (NYCDPR) premised on current data. The Contractor shall identify the source(s) of the fill, and receive Agency approval prior to submitting a physical sample. See the "SUBMITTALS" heading of this Item.

Soil Composition shall be as follows, for the two (2) types of use:

a) Clean Fill shall be placed at paved areas and areas to receive structures. Clean Fill shall be defined as material free of pesticides, deleterious substances, organic matter, wood, plastic, cardboard, paper, metal objects, gypsum board, rubble, and soil-like pulverized construction and demolition (C&D) debris. Acceptable Clean Fill materials shall be limited to uncontaminated concrete and concrete products, asphalt pavement, brick, glass, soil, and rock within the particle size limits listed above.

b) Horticultural Clean Fill shall be placed at planting areas. Horticultural Clean Fill shall be defined as material free of pesticides, deleterious substances, organic matter, wood, plastic, cardboard, paper, metal objects, gypsum board, rubble, crushed or pulverized construction and demolition debris, in addition to concrete and concrete products, asphalt pavement, brick, and glass. Only soil and rock shall be deemed acceptable for use as Horticultural Fill.

Geotechnical Properties: Acceptable particle sizes shall not be in excess of four (4") inches and no more than fifteen (15%) percent by weight passing the #200 mesh sieve.

Environmental Properties: Material must be sampled and analyzed by a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP)-certified laboratory in accordance with the New York State Department of Environmental Conservation (NYSDEC) DER-10 protocols for the full list of parameters in Title 6 of the Official Compilation of the New York Codes, Rules and Regulations (NYCRR) Part 375-6.8; see analytical methods in the "APPEAL PROCESS" heading of this Item. Results of the analytical testing must meet 6 NYCRR Part 375 Restricted Residential Soil Cleanup Objectives (RRSCOs). The fill material must not have any physical evidence of contamination, including but not limited to petroleum or unnatural/toxic odors, visual signs of staining, or elevated photoionization detector (PID) readings. Regardless of prior acceptance of sample material, should the fill material that is actually delivered to the site seem suspicious in any way, the Resident Engineer shall reject that material. Should the Contractor strongly disagree with the Resident Engineer's Determination, the Contractor may appeal. See the "APPEAL PROCESS" heading of this Item.

Exemption: Borrowed fill with particle size greater than one (1") inch may be imported without analytical testing under the following conditions:

- Borrowed Fill is certified clean from a NYSDEC Part 360-permitted recycling facility. OR
- Borrowed Fill is from a virgin stone quarry.

All other fill, or fill that does not meet either of the two (2) conditions above, shall be imported under the following condition:

- Material must be sampled at a frequency of one sample set (1 composite sample and 1 grab sample) per two hundred fifty (250) cubic yards of material or as prescribed by DER-10 table 5.4(e)10. The material must be tested at a NYSDOH ELAP-certified laboratory and must meet RRSCOs.
- Environmental chemical analysis of all proposed imported fill shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Each composite sample shall be analyzed by USEPA Methods 8270 for Semi-Volatile Organic Compounds (SVOCs), 8081 for Pesticides/Herbicides, and 8082 for Polychlorinated Biphenyls (PCBs), and 6010 for Metals. Each grab sample shall be analyzed by USEPA Method 8260 for Volatile Organic Compounds (VOCs).
- The tested material must also meet the backfill and cover soil quality standards established in 6 NYCRR 375-6.7(d).

METHOD: All grading, including filling and compacting shall comply with the specification "Grading Operations" where included in Contract. Borrowed fill shall be placed in a manner that will produce a reasonably well graded mass. The material shall be constructed in successive horizontal layers not over six (6") inches in depth extending across the entire area of fill. The material shall be so placed and distributed that there will be no pockets of uniform size solid material. Each layer shall be spread by a Bulldozer or other acceptable equipment and methods, shall be thoroughly compacted by rolling with self-propelled roller weighing not less than ten (10) tons, and shall be thoroughly and uniformly compacted to the satisfaction of the Engineer before a successive layer is constructed. In places where the character of the material makes the use of a roller impractical or where drains or other construction may be damaged, a lighter roller or manually guided compactor/vibratory plate type may be substituted to compact the fill as approved and to the satisfaction of the Engineer.

Hollows and depressions which develop during the process of rolling and compacting shall be filled with acceptable material and the subgrade shall again be compacted. This process of filling and compacting shall be repeated until no depressions develop. The entire work of compacting shall be performed to the satisfaction of the Engineer.

Note: Care shall be taken not to excessively roll the clay subgrade, so as not to develop a plastic condition. Where required, in the opinion of the Engineer, areas shall be compacted and settled by puddling with water.

After compacting, the area shall be left in a uniformly compacted, smooth, dense, true, firm, satisfactory, and evenly finished condition, free of compaction planes, irregularities, voids, ridges, or loose material. Deficiencies resulting from improper placement or compaction shall be fully corrected by the Contractor. No additional compensation shall be made for settlement.

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APPEAL PROCESS: The Resident Engineer shall check for discoloration and evidence of unacceptable contents or signs of potential contamination. If the Resident Engineer suspects that the fill possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Resident Engineer's determination, then samplings of the rejected soil will be sent by the Resident Engineer to a NYS DOH ELAP certified Laboratory. Analytical methods shall be selected as by the Agency. Cost of laboratory testing shall be deemed part of the bid price of this item.

Environmental chemical analysis of all proposed fill shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Analysis may include VOCs, SVOCs, metals, pesticides/herbicides and PCBs. Other hazardous waste characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Resident Engineer.

As specified in MATERIALS above, clean fill shall meet NYSDEC Part 375 RURR SCOs and not exceed hazardous waste characteristic criteria (40 CFR Part 261). If the clean fill fails, then the Contractor shall be responsible for:

1) Removal and legal disposal of unacceptable fill;
2) Replacement with acceptable clean fill; and,
3) All other expenses, as well as potential fines that may be incurred.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Environmental Testing: The Contractor shall supply a report indicating where and how the samples were collected, the source of the BORROWED fill, and testing data meeting all criteria listed under the heading "Environmental Properties." The Contractor shall provide a PDF of the laboratory report and a spreadsheet comparing the fill material to the NYSDEC Part 375 RURR (Restricted Use Restricted Residential) SCOs for approval. Environmental testing is exempted for the two conditions specified above.

Geotechnical Report: Sieve analysis of each type of fill shall be submitted for approval. For Horticultural Fill a pH test is required. Test results must indicate a pH not lower than 5.0 nor greater than 7.0.

Documented Fill Material Sample: Two (2) five (5) pound bag samples of each type of material to be used as fill shall be submitted to the Engineer at least ten (10) days prior to commencing fill operations for approval. By submitting samples of this material, the Contractor agrees and guarantees that the fill material used for construction will conform to the samples supplied. Final acceptance of fill material rests with the Engineer, whose decision shall be final and binding upon the Contractor. However, the acceptance of any material by the Engineer shall not relieve the Contractor of their responsibility to have the fill material used conform to approved samples and the specifications.

Compaction Equipment Data: The Contractor shall submit for approval data on the compaction equipment to the Engineer, five (5) days prior to the intended use of equipment. The compaction equipment shall be able to compact fill material to ninety five percent (95%) of maximum dry density at optimum moisture content, in accordance with ASTM D698 Standard Proctor Method (90% in areas to be planted).

Compaction Testing: The Contractor shall hire an approved independent testing laboratory to perform field and laboratory compaction tests of filled areas if so directed by the Engineer. The field test shall be by the calibrated sand method; the laboratory test shall be in accordance with ASTM D698 or AASHTO T99. Planted areas are exempt from compaction testing, unless otherwise shown on contract drawings.

MEASUREMENT AND PAYMENT: The quantity of **BORROWED FILL (TRUCK MEASURE)** to be paid for under this Item shall be the number of **CUBIC YARDS**, measured by truck, furnished and placed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of Borrowed Fill (Truck Measure) and shall include the cost of all labor, materials, equipment, compaction, testing, documentation, and incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

E N D O F P A G E

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ITEM NO.22 STRIP, STORE, AND SPREAD EXISTING TOPSOIL

WORK: Under this item, the Contractor shall **STRIP, STORE, AND SPREAD EXISTING TOPSOIL**, in accordance with the plans, specifications, and directions of the Engineer.

The Contractor shall be liable for any damage to property caused by topsoil moving and/or storage operations and all areas of construction disturbed shall be restored to their original condition, to the satisfaction of the Engineer.

PROTECTION OF UTILITIES: Prior to the excavation of any area, the Contractor shall ascertain the location of all utility lines, storm drainage lines, grates, manhole covers, quick coupling valve covers, etc. so that proper precautions may be taken not to disturb or damage any existing surface or subsurface utilities.

METHOD:

REMOVAL OF EXISTING VEGETATION: Where there is existing vegetation (weeds, grass, etc.) the Contractor shall flush cut all growth to a max. Height of two inches (2"), then rototill or rotovate (or other approved method) the area. Roots and top growth of all woody plants shall be completely removed from the stockpile prior to spreading.

STRIPPING: Topsoil shall be removed to a depth of approximately five inches (5") from all field areas, as directed by the Engineer and/or Landscape Supervisor. The depth of Topsoil shall be confirmed with the Director of Landscape Construction. Topsoil shall not be stripped within the tree protection zone as delineated on the Tree Protection Plan. Contractor shall also refer to Article 14, Section C, for further requirements. Stones over two inches (2") in diameter, leaves, roots, and all objectionable material shall be removed and disposed of, to the satisfaction of the Engineer and/or Director of Arboriculture and Horticulture.

STORING: The Contractor shall move and store materials in compliance with the approved Tree Protection Plan. Topsoil shall not be stored under trees. The Director of Landscape Construction or his designated representative must approve any exceptions in writing. All topsoil shall be kept separate from other materials. Should the Contractor fail to do this, they shall furnish at their own expense, from lands outside of the park area, an equivalent amount of acceptable topsoil. During storage, topsoil piles must be covered with heavy-duty black tarps, to kill weed seeds and prevent weed growth. Tarps shall be properly tied down as per the directions of the Engineer.

PREPARATION OF SUBGRADE: Before any topsoil is placed, the subgrade shall be graded to a smooth, uniform surface, parallel to and below finished grade, as called for in the plans. The subgrade surface shall be compacted with an approved roller weighing approximately five hundred (500) pounds.

Hollows, depressions, and gullies shall be filled with acceptable material, free from stones over two inches (2") in diameter, cinders, rubbish, and other unsuitable material. Fill which is four inches (4") or more in depth shall be compacted, to the satisfaction of the Engineer.

SPREADING: Prior to spreading, remove any remaining clumps of undecomposed sod, roots, or other herbaceous materials larger than two inches (2") in diameter. Topsoil for all areas shall be spread as shown on the plans and specifications for topsoil for seeded and sodded areas, to the satisfaction of the Engineer.

MEASUREMENT AND PAYMENT: The quantity of **STRIP, STORE, AND SPREAD EXISTING TOPSOIL** to be paid for under this item shall be the number of **CUBIC YARDS** of topsoil stripped, stored, and spread, in accordance with the plans, specifications, and directions of the Engineer. Measurement shall be by one of the following methods:

1) Where an item for 'Services of a Licensed Land Surveyor' is included in the contract, the total quantity of topsoil stripped shall be determined by the Surveyor's Average End Area Method calculations.

2)Otherwise, the total quantity of topsoil stripped shall be determined by measurement of compacted stockpiles prior to spreading. The Contractor and Engineer shall concur on the method of measurement.

The price bid shall be a unit price per **CUBIC YARD** of existing topsoil stripped, stored, and spread, and shall include the cost of all labor, materials, and equipment necessary to complete the work, including preparation of new subgrade, removal of existing vegetation, and all other work incidental thereto, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment shall be made as follows:

1. After existing topsoil has been completely stripped and stored under tarps, the Contractor shall be paid for forty (40%) percent of the total quantity.

2. After topsoil has been spread to the required dimensions and is in its final position as called for in the plans the Contractor shall be paid for sixty (60%) percent of the total quantity.

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ITEM NO. 23 ALLOWANCE FOR NYS D.E.C. PERMITS

DESCRIPTION: Under this Item, the Contractor shall pay New York State Department of Environmental Conservation (NYSDEC) permit fees associated with freshwater wetlands, tidal wetlands, State Pollutant Discharge Elimination System (SPDES), and/or other regulatory programs in accordance with the specifications and direction of the Engineer.

MATERIALS: The Contractor shall provide a check in the amount of the required fee.

DESCRIPTION OF WORK: Contractor shall write a check payable to "NYSDEC" in the amount required, in connection with permits necessary for the Environmental Conservation Law (ECL) programs listed below. The amount required will be determined by NYSDEC and provided to the Contractor by Parks. The check payable to NYSDEC shall be submitted, along with applicable permit number and Agency contract number to Parks Capital Projects SPDES coordinator, Environmental Remediation Unit (ERU), phone number (718) 760-6922. The Contractor may contact ERU by e-mail at Capital-Env.Remed@parks.nyc.gov.

1) Freshwater Wetlands Permits (ECL Article 24)
2) Tidal Wetlands Permits (ECL Article 25)
3) SPDES (ECL Article 17)
4) Other

MEASUREMENT & PAYMENT: For authorized work performed under this Contract, payment will be based upon submission of legible paid receipts for NYS D.E.C. Permits, clearly showing name of Contractor and Parks facility. The Contractor shall receive exact reimbursement for his expenses and no additional compensation will be made under this Item.

For this Item a maximum allowance of **$1,500.00** is hereby established.

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ITEM NO. 24 **STORM DRAIN INLET PROTECTION**

WORK: Under this item, the Contractor shall furnish and install **STORM DRAIN INLET PROTECTION** in accordance with the plans and specifications, as directed by the Engineer.

INTENT: The intent of this item is to prevent heavily sediment laden water from entering storm drain system. Additionally, for Sites that require a Stormwater Pollution Prevention Plan (SWPPP) this item is intended to comply with all storm drain inlet protection required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122 or as required by NYC Department of Environmental Protection (DEP) in accordance with the Unified Stormwater Rule (USWR) and Chapter 19.1 of Title 12 of the Rules of the City of New York.

MATERIALS: Unless otherwise specified herein, all materials and methods of construction shall conform to requirements of Section B "Materials and Methods of Construction".

Storm Drain Inlet Protection: The Storm Drain Inlet Protection shall be a manufactured insert that is an above-the-grate stormwater filter made with three-dimensional pyramid fabric designed to attach to existing stormwater grates, either round or rectangular, and to filter out sediment from stormwater prior to entering the storm drain system. There shall be an adjustable grate skirt with overflow ring that sits above the grate such as "Dandy Inlet Guard®", manufactured by Dandy Products, Inc., Powell OH, or approved equal.

The monofilament fabric and the filtration fabric shall meet the following minimum properties:

Property	ASTM	Units	Results (Min.)*
Tensile Strength	D4632	lbs.	450 x 300
Elongation	D4632	%	38% x 21%
Trapezoid Tear	D4533	lbs.	165 x 150
CBR Puncture Strength	D6241	lbs.	1000
UV Resistance (at 2500 hours)	D4355	%	70
Apparent Size Opening	D4751	U.S. sieve	30
Flow Rate	D4491	gal/min/ft^2	365
Permittivity	D4491	sec^{-1}	4.9

* All properties are Minimum Average Roll Values (MARV).

INSTALLATION: Storm Drain Inlet Protection shall be installed prior to start of construction activity on site and shall not be removed until Final Acceptance of the Work, unless otherwise directed by the Engineer. Install Storm Drain Inlet Protection in accordance with manufacturer's written instructions.

Maintenance: The Contractor shall remove all accumulated sediment and debris from the vicinity of the catch basin after each storm event and as directed by the Engineer.

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Replacement: The Storm Drain Inlet Protection shall be maintained in working condition for the life of the Project. If the fabric breaks, is damaged, or ceases to function, the Contractor shall remove and replace it with new as many times as necessary as part of the bid price of this item.

Removal: The Storm Drain Inlet Protection shall be removed from the site and legally disposed of by the Contractor at the end of all construction activity and as directed by the Engineer.

SUBMITTALS: All submittals shall be submitted prior to purchase and in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Manufacturer's Data: The Contractor shall submit manufacturer's data with, at minimum, all properties referenced above to demonstrate compliance with the requirements of this specification.

Alternate Methods: The Contractor can submit alternate methods to protect the storm drain inlet for approval. Alternate methods include but are not limited to, excavated drop inlet protection, fabric drop inlet protection, stone and block drop inlet protection, and paved surface drop inlet protection, where appropriate. Approved alternate methods will be paid as part of the bid price of this item.

MEASUREMENT AND PAYMENT: The quantity of **STORM DRAIN INLET PROTECTION** to be paid for under this item shall be the number of drain grates protected, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be unit price for **EACH** Storm Drain Inlet Protection and shall include the cost of all labor, materials, equipment including maintenance, replacement, removal, and any incidental expenses necessary to complete the Work in accordance with the specifications to the satisfaction of the Engineer.

Payment for Work performed under this item shall be as follows:

50% - upon initial installation

50% - upon removal, having maintained the Storm Drain Inlet Protection to Final Acceptance of the Contract to the satisfaction of the Engineer.

Clear Existing Drainage Structure and Clear Existing Storm/Sanitary Sewer Pipe, if required, shall be paid for separately under their respective contract items.

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ITEM NO. 25 **TEMPORARY SILT FENCE**

WORK: Under this item the Contractor shall install **TEMPORARY SILT FENCE** to prevent excess sediment from leaving the site, at the locations shown on the plans, in accordance with the specifications and as directed by the Engineer.

INTENT: The intent of this item is to prevent sediment and silt from leaving the Site. Additionally, for Sites that require a Stormwater Pollution Prevention Plan (SWPPP) this item is intended to comply with all silt fence required by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122 OR as required by NYC Department of Environmental Protection (DEP) in accordance with the Unified Stormwater Rule (USWR) and Chapter 19.1 of Title 12 of the Rules of the City of New York.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

Posts, wire mesh, and fabric shall meet the following specifications. Prefabricated Silt Fence such as Carthage Silt Fences, manufactured by Carthage Mills, Cincinnati OH, or approved equal, is also acceptable if all material specifications are met.

Posts: Posts shall be wood or steel, with a minimum length of three (3') feet. Hardwood posts shall have a minimum cross-sectional area of 3.5 square inches and steel posts of T and U shape shall weigh a minimum of one (1 lb.) pound per linear foot.

Wire Mesh: Wire mesh fencing shall be a minimum of fourteen (14) gauge with a maximum six (6") inch mesh opening.

Geotextile: Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages. Geotextile for temporary silt fence shall meet or exceed requirements as outlined below:

PROPERTY	UNIT	TEST METHOD	TYPICAL VALUES*
Grab Strength	LB	ASTM D 4632	110
Elongation at Failure	%	ASTM D 4632	20 (max)
Mullen Burst Strength	PSI	ASTM D 3786	300
Puncture Strength	LB	ASTM D4833	60
Trapezoid Tear Strength	LB	ASTM D 4533	50
Water Flow Rate	GPM/FT^2	ASTM D 4491	25

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Equivalent Opening Size	US Std Sieve	ASTM D4751	40-80
Ultraviolet stability	%	ASTM D 4355	70

*Minimum values unless otherwise indicated.

INSTALLATION: Silt Fence shall be installed prior to land disturbing activities or as necessary to control erosion from land disturbing activities. Comply with applicable sections of the "New York State Standards and Specifications for Erosion and Sediment Control" published by NYS DEC. Care shall be taken when installing the silt fence that all the requirements of Article 14, Section C, "Tree Work" shall be followed. In addition, where tree roots of one (1") inch or greater are encountered, or if directed by the Engineer, the Contractor shall move the location of the silt fence to avoid damage to existing trees.

Contractor shall first excavate a trench approximately six (6") inches deep and four (4") inches wide in the line of the silt fence. Silt fence to be located at least ten (10') feet from the toe of steep slopes and nearly level throughout its length. Contractor shall drive posts securely at least sixteen (16") inches into the ground on the down slope side of the trench. Post spacing shall be a maximum of ten (10') feet on center. Adjust spacing to place posts at low points along fence line.

Fasten support wire fence to upslope side of posts, extending six inches into the trench. Attach continuous length of fabric to upslope side of fence posts with ties space every twenty-four (24") inches at top and mid-section. Avoid joints, particularly at low points in the fence line. Where joints are necessary, the fabric shall be overlapped, folded, and stapled to prevent sediment bypass. Butt joints are not acceptable. Place the fabric in the trench so the bottom folds across the bottom of the trench. Place backfill in the trench over the fabric to the ground line and compact with a power tamper.

Additional erosion and sedimentation control measures beyond those shown on the drawings may be required to prevent siltation. The Engineer shall determine the necessity of actual measures beyond those installed by the Contractor.

MAINTENANCE AND REMOVAL: The Contractor shall inspect the temporary silt fence at least once every seven (7) days. Any sediment deposits found shall be removed promptly to provide adequate storage volume for the next rain and reduce pressure on the fence. Take care not to undermine the silt fence during clean out. If the fabric is torn, decomposed, or in any way becomes ineffective, the Contractor shall replace it immediately without additional cost to the City.

The silt fence shall remain in place and maintained until the completion of the contract or as directed by the Engineer. Upon removal, the Contractor shall remove and dispose of any excess sediment accumulations, top dress the area, and cover with vegetation all bare areas in accordance with the plans.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Manufacturer's Product Data: Submit manufacturer's product data for the post, wire mesh, and geotextile.

Sample - Geotextile: The Contractor shall furnish two labeled (2) samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

MEASUREMENT AND PAYMENT: The quantity of **TEMPORARY SILT FENCE** to be paid for under the item shall be the number of **LINEAR FEET** of fence installed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit cost per **LINEAR FOOT** of **TEMPORARY SILT FENCE** and shall include the cost of all labor, materials, and equipment necessary to complete the work, including geotextile, wire mesh, posts, all hardware, excavation, maintenance and removal of silt fence, all in accordance with the plans and specification, to the satisfaction of the Engineer.

Payment for work performed under this item shall be as follows:

- 50% payment upon installation.
- 50% payment upon complete removal of the Temporary Silt Fence.

Lawn seed, sod, or other vegetation for restoration shall be paid for under their respective contract items.

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ITEM NO. 26 **STABILIZED CONSTRUCTION ENTRANCE**

WORK: Under this Item, the Contractor shall furnish and install a **STABILIZED CONSTRUCTION ENTRANCE** to the dimensions and the locations shown on the plans, in accordance with the specifications, and as directed by the Engineer.

INTENT: The purpose of a Stabilized Construction Entrance is to reduce or eliminate the tracking of sediment onto public rights-of-way or streets. Contractor shall install a stabilized pad of aggregate underlain with geotextile at all points where trucks and construction equipment enter and/or leave the site as shown on the plans and as directed by the Engineer.

Additionally, for Sites that require a Stormwater Pollution Prevention Plan (SWPPP) this item is intended to comply with stabilized construction access requirements set forth by NYS Department of Environmental Conservation (DEC) in accordance with the State Pollutant Discharge Elimination System (SPDES) and The Code of Federal Regulations, 40 CFR Part 122 OR as required by NYC Department of Environmental Protection (DEP) in accordance with the Unified Stormwater Rule (USWR) and Chapter 19.1 of Title 12 of the Rules of the City of New York.

MATERIALS: Unless otherwise specified, the materials shall meet the requirements of Section B, "Materials and Methods of Construction".

Broken Stone: Stone shall consist of a matrix of one to four inch (1"-4") coarse aggregate in accordance with ASTM C33, free from organic or other deleterious material. Recycled or reclaimed concrete aggregate (R.C.A.) of the specified sizes is acceptable.

Geotextile - Separation: Separation application is defined as the placement of a flexible porous geotextile between dissimilar materials so that the integrity and functioning of both materials can be maintained or improved, but where water seepage through the geotextile is not a critical function.

Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long-chain, synthetic polymers, composed of at least 95 percent by weight polyolefins, polyesters, or polyamides. The geotextile and the threads used in sewing geotextiles, shall be resistant to chemical attack, rot, and mildew. The geotextile shall have no tears or defects which adversely alter its physical properties. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other, including selvages.

Geotextiles shall conform to the following AASHTO M-288 properties for separation geotextiles:

	ASTM TEST		
Structure	N/A	Woven	Non-Woven
Elongation	D4632	< 50%	≥ 50%
Grab Strength (minimum)	D4632	1100 N (247 LBF)	700 N (157 LBF)
Tear Strength (minimum)	D4533	400 N (90 LBF)	250 N (56 LBF)

CBR Puncture (minimum)	D4833	4000 N (900 LBF)	1820 N (410 LBF)
Permittivity (minimum)	D4491	.02 /sec.	.02 /sec.
Apparent Opening Size (maximum)	D4751	0.6 mm Std. No. 30 sieve	0.6 mm Std. No. 30 sieve

Geotextile shall be ADS 315W, as manufactured by Advanced Drainage Systems, Inc., Hillard, OH, FX-66 (woven) or FX-60HS (non-woven) as manufactured by Carthage Mills, Cincinnati, OH, or 160N (non-woven) as manufactured by Mirafi, Inc., Pendergrass, NC, or approved equal.

INSTALLATION: Unless otherwise shown on the plans, for sites with only one (1) construction entrance, the Stabilized Construction Entrance shall be twenty-four (24') feet wide. Where there are two (2) or more construction entrances to the site the Stabilized Construction Entrance shall be twelve (12') feet wide minimum, but not less than the full width of the entrance. Length of the entrance shall be a minimum of fifty (50') feet.

Geotextile - Separation: The ground shall be prepared by removing stumps and other organic material, along with any large boulders and sharp objects which may tear or damage the fabric. After the ground has been prepared, the fabric shall be rolled directly on the ground. The fabric shall be placed over the entire area that is to be covered by the aggregate, unless otherwise directed by the Engineer. All seams shall be overlapped approximately six (6") inches. No equipment, materials or machinery shall be placed on or be transported over exposed fabric. Broken stone shall then be carefully placed to prevent dislocation of the fabric.

If the fabric is damaged during installation, the rupture shall be removed and the damaged area shall be covered with a patch of new fabric that will overlap the undamaged fabric approximately six (6") inches in all directions. All repaired fabric surface costs will be deemed part of the price bid.

Broken Stone: Broken stone shall be spread utilizing suitable equipment or from piles dumped along the proposed site. Stone shall be evenly spread so that the course will have, after rolling, a minimum of six (6") inches in thickness. No segregation of large or fine materials will be allowed, but the stone as spread shall be well graded with no pockets of fine material.

MAINTENANCE: The entrance shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way or streets. This may require periodic inspection and top dressing with additional aggregate as directed by the Engineer. All sediment spilled, dropped, or washed onto the public streets must be removed immediately.

When necessary, wheels of all vehicles leaving the construction site must be cleaned to remove sediment prior exiting the site. When washing is required, it shall be done on an area stabilized with aggregate, which drains into an approved sediment-trapping device. All sediment shall be prevented from entering storm drains, ditches, or watercourses at all times. The cleaning of wheels, if necessary, shall be deemed part of the bid price of this item.

REMOVAL: All materials installed for the Stabilized Construction Entrance shall be removed

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from the site and disposed of by the Contractor at the end of all construction activity as directed by the Engineer, at no additional cost to the City.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Manufacturer's Data - Geotextile: The Contractor shall submit manufacturer's data with sufficient detail to demonstrate compliance with the requirements of this specification.

Sample - Geotextile: The Contractor shall furnish two labeled (2) samples of the geotextiles intended for use in the work for approval and the Engineer's use. The label shall include the manufacturer's product name, the type of fabric, and the weight of grade of the material. Geotextiles used in the work shall conform to the approved samples.

Sample – Broken Stone: A three (3) pound bag of broken stone or RCA shall be submitted to the Engineer for approval with a sieve analysis and the name of the supplier.

MEASUREMENT AND PAYMENT: The quantity of **STABILIZED CONSTRUCTION ENTRANCE** to be paid for under this item shall be the number of **SQUARE YARDS** furnished and installed complete, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per of **SQUARE YARD** of Stabilized Construction Entrance and shall include the cost of all labor, materials, and equipment including broken stone, geotextile, maintenance, cleaning of wheels as necessary, removals at end of contract, and all incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Payment for work performed under this item shall be as follows:

- 50% payment upon installation.
- 50% payment upon complete removal of the Stabilized Construction Entrance.

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ITEM NO. 27 TELEVISION INSPECTION FOR DRAIN LINES

WORK: Under this Item, the Contractor shall provide a closed circuit television inspection and digital video recording of those sewer drain lines as indicated on the Sketches or Contract Drawings, prepare the digital photographs of the specific views, and shall prepare a Report on the conditions of the existing pipes. The Report shall include conclusions and recommendations on the conditions of the pipes.

The Contractor shall perform minor cleaning within the pipe or brick sewers, which shall consist of the removal of incidental material as required for good quality video. This can be accomplished by associated camera jet nodders. In the event that major cleaning is required to before the sewer inspection, as determined by the Engineer, the Contractor shall delay inspection of those sections of sewer and shall keep a record of all sections not yet inspected.

METHOD: The Contractor shall conduct all the provisions of this Item in a manner approved by the Engineer.

All labor, experienced supervision, technicians, mobile television studio, electronic equipment, television and digital cameras, materials and equipment necessary and required to perform the Work of this Item shall be subject to the approval of the Engineer.

The Contractor shall give the Resident Engineer five (5) days notice of his/her intention to begin Work under this Item.

Operation of the equipment is to be controlled from above the ground with skilled technician at the control panel in a mobile television studio, controlling the movement of the television camera.

The technician shall have the capability to adjust the brilliance of the built-in lighting system and be able to change the focus of the television camera by remote control. The television camera shall be positioned as near as possible to the spring line of the sewer.

The television camera shall be attached to a rod or cable that shall be metered to indicate the exact location of the camera at all times.

An intercom system shall be used to coordinate the movement of the television camera at all times.

The view seen by the television camera shall be transmitted to a monitor of not less than fourteen (14) inches in width. The monitor shall be located inside the mobile television studio.

The Contractor's mobile television studio shall be large enough to accommodate up to four (4) persons comfortably seated for the purpose of viewing the monitor while the inspection is in progress.

The City's representative shall have access to view the television screen at all times.

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A digital video recording shall be taken of the entire inspection, on CDR/DVD+R. The Contractor shall ensure that the file format is compatible with Windows Media Player. The digital video recorder used shall be one on which sound and video information can be recorded. The speed and electronics of the digital video recorder shall be equal to or higher than that which has been standardized by the electronics industry.

The Contractor shall record the television inspection in color and shall produce a colored digital copy of the inspection. The digital recorder shall be one which sound and video information can be recorded at the highest speed standardized by the Electronics Industry.

During the course of inspection, the Engineer may indicate specific views appearing on the monitor which are to be photographed.

The size of the digital photographs shall not be less than 3" x 4".

The cost of the digital photographs, ordered to be taken by the Engineer, shall be deemed included in the contract price for Television Inspection for Drain Lines Item.

The electricity for all operations shall be provided by the Contractor at his own cost and expense.

An experienced supervisor who has a minimum of three (3) years experience in the field of pipeline inspection shall coordinate the entire inspection operation stated under this Item as approved by the Resident Engineer.

After completion of the television inspection and preparation of the Report, the supervisor shall furnish to both the Resident Engineer and the Contractor, a complete bound report of their permanent records. The report on the television inspections shall include but not be limited to: logging each section of the sewer televised, giving specific details as to service connections, water infiltration from the joints, and other points of interests noted during the inspection.

The digital photographs taken during the inspection shall be mounted within the report and keyed as to their exact location on the route sheet. The route sheet shall be provided by the Resident Engineer and shall become part of the supervisor's report.

The digital video recordings taken during the inspection shall be keyed as to their exact location on the route sheet and shall be submitted to the Resident Engineer with the results of the inspection and recommendations for future reconstruction of the sewer lines.

The Report and digital video recordings shall be delivered to the Resident Engineer not more than ten (10) days after the completion of the television inspection and digital video recording. This Report shall be signed by the experienced supervisor and Contractor present at the time of the television inspection. The Contractor shall perform the Work promptly, diligently and complete the Work without delay.

MEASUREMENT AND PAYMENT: The quantity of **TELEVISION INSPECTION FOR DRAIN LINES** to be measured for payment under this Item shall be the number of linear feet of

pipe or brick sewer drain lines inspected and successfully televised and digital video recorded. All inspections will coincide with specific Plans, Specifications and directions of the Engineer.

The price bid shall be a unit per **LINEAR FOOT** for Television Inspection and Digital Video Recording for Drain Lines, and shall cover the cost of all labor, materials, equipment, power, insurance and necessary incidentals required to perform the Work. Television Inspection for Drain Lines and digital video recording shall include minor cleaning, the furnishing of the mobile television studio, supervision and technicians, the taking of digital photographs as ordered by the Engineer, preparing reports detailing the results of the inspection and all other Work incidental thereto, all in accordance with the Plans and Specifications and the directions of the Engineer.

E N D O F P A G E

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ITEM NO. 28 CLEAR EXISTING STORM/SANITARY SEWER PIPE

WORK: Under this Item, the Contractor shall **CLEAR EXISTING STORM/SANITARY SEWER PIPE**, including the piping to a park main or street main, in accordance with the plans, specifications, and directions of the Engineer.

Initial Clearing: The initial work hereunder shall be performed during the early stages of construction and prior to the construction of new pavements, curbs, etc., thereby eliminating the necessity to remove and patch new construction which may be required due to the discovery and subsequent repair of damaged, collapsed, or restricted pipes.

METHOD: All pipes shall be cleared of debris by water "hydro-jetting" in accordance with ASTM E1575 or other methods as approved by the Engineer. Damage incurred during the clearing operation shall be repaired at the Contractor's expense. All larger objects and other material that cannot be flushed out shall be removed by other methods. Clearing shall be considered satisfactory when not more than one-half inch (1/2") of sediment or caked material remains on any part of the structure or pipe. The Contractor may find it necessary to use dyes or other methods, to determine the rate and direction of flow in the drainage system. Payment for the use of these methods and materials will be included in the price bid for this item. Where damaged, collapsed or restricted pipes are found during the initial clearing and investigation, they shall be repaired under piping and excavation items in the contract, or in accordance with provisions of the New York City Standard Construction Contract, Articles 25, 26, 27 and 28.

After the storm/sanitary piping has been cleared, it shall be maintained in satisfactory operating condition, until final acceptance and completion of all work under this contract.

Substantial Completion: Prior to, or as part of the Substantial Completion Inspection, the Contractor, in the presence of the Engineer, shall conduct such inspections and tests as are necessary to determine that the storm drain/sanitary house sewer facilities are in clear and functional condition, such condition being defined as equal to that achieved upon completion of the initial clearing. It shall be the Contractor's responsibility to perform such additional clearing as necessary to achieve such conditions at their own expense, at no additional cost to the City.

MEASUREMENT AND PAYMENT: The quantity of **CLEAR EXISTING STORM/SANITARY SEWER PIPE** to be paid for shall be the number of **LINEAR FEET** of pipe cleared, complete, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of pipe cleared and shall include the cost of all labor, materials, and equipment necessary to complete the work including the use of dye and incidentals in accordance with the plans and specifications, to the satisfaction of the Engineer.

The cost of maintaining and clearing storm/sanitary sewer piping during and upon completion of the work will be deemed included in the price bid for this item. Payment for work performed under this item shall be as follows:

- 50% payment upon completion of initial clearing
- 50% payment after Substantial Completion inspection of storm/sanitary sewer facilities and upon completion of any subsequent remedial clearing.

Clearing all structures to the sump bottom shall be paid for under a separate contract item "Clear Existing Drainage Structure".

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ITEM NO. 29 **CLEAR EXISTING DRAINAGE STRUCTURE**

WORK: Under this item, the Contractor shall **CLEAR EXISTING DRAINAGE STRUCTURE** of all rubbish, dirt, debris, and any other materials, to the sump bottom in accordance with the plans, specifications, and directions of the Engineer. The Contractor shall also clear all in-flow and out-flow pipes of debris for three (3') feet into the line from the outside wall of the structure.

All excess materials, dirt and debris generated by the Contractor's operations shall be removed from the site and legally disposed of.

The Contractor is responsible for any damage to existing structure caused by his operations and shall make repairs at no additional cost to the City.

After the structure had been cleared, it shall be maintained in satisfactory operating condition until Substantial Completion or when the area has been accepted by Parks.

MEASUREMENT AND PAYMENT: The quantity of **CLEAR EXISTING DRAINAGE STRUCTURE** to be paid for under this item shall be the number of structures cleared, in accordance with the specifications and directions of the Engineer.

The price bid shall be unit price for **EACH** structure cleared and shall include the cost of all labor, materials, equipment including flushing with a hose, clearing all connecting pipes of debris for three (3') feet into the lines, and incidental expenses necessary to complete the work in accordance with the specifications to the satisfaction of the Engineer.

Clearing of all existing storm/sanitary sewer piping, beyond the three (3') feet from the outside wall of the structure and establishing positive drainage between structures shall be paid separately under the contract item "Clear Existing Storm/Sanitary Sewer Pipe".

Reconstruction of drainage structure, where necessary, shall be paid separately under the contract item "Reconstruct Drainage Structure"

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Rev. 09/02/2022 STANDARD

ITEM NO. 30 ADJUST TOP OF UTILITY STRUCTURE TO GRADE

WORK: Under this item the Contractor shall remove existing frames and covers of utility structures (ie. existing catch basins, manholes, drain inlets and electric covers) and reset them to grades shown on the plan or directed by the Engineer. Work under this item includes excavation.

MATERIAL: All changes shall be made with acceptable brick laid in Portland cement mortar of one (1) part cement and two (2) parts of fine aggregate.

METHOD: All work shall be done in a workmanlike manner by competent masons, but if the frames or covers are broken through carelessness of the Contractor, he shall replace them with new ones equal to those broken, at his own expense.

MEASUREMENT AND PAYMENT: The quantity of **ADJUST TOP OF UTILITY STRUCTURE TO GRADE,** to be paid for, shall be the number adjusted in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price for **EACH** head adjusted and shall include the cost of all labor, materials, equipment and incidental expenses including unclassified excavation, necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

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ITEM NO. N/A	**DUCTILE IRON SEWER PIPE - 4" DIA.**
ITEM NO. N/A	**DUCTILE IRON SEWER PIPE - 6" DIA.**
ITEM NO. 31	**DUCTILE IRON SEWER PIPE - 8" DIA.**
ITEM NO. N/A	**DUCTILE IRON SEWER PIPE - 10" DIA.**
ITEM NO. N/A	**DUCTILE IRON SEWER PIPE - 12" DIA.**

WORK: Under these items, the Contractor shall furnish and lay **DUCTILE IRON SEWER PIPE** of the inside diameter sizes called for and shown on the plans or as directed by the Engineer.

MATERIALS: Unless otherwise specified herein, all materials shall conform to applicable portions of Section B, "Materials and Methods of Construction".

Ductile Iron Sewer Pipe: Ductile Iron Sewer Pipe shall conform to Section 21.06 of NYCDEP Standard Sewer and Water Main Specifications and shall consist of bell and spigot type sections with Field Lok Gasket Joints, similar to that manufactured by the U.S. Pipe & Foundry Co., Birmingham, AL, or approved equal, and shall conform to the American National Standards Institute (ANSI) A21.51 and American Water Works Association (AWWA) C151, Thickness Class 56. The pipe and fittings interior shall be ceramic lined epoxy coated (minimum thickness of 40 mils) in accordance with ASTM standards, AWWA C210, and NYC DEP Standard Sewer and Water Main Specifications Section 21.06, such as "Protecto 401 Ceramic Epoxy" manufactured by U.S Pipe & Foundry Co., or approved equal. All outside surfaces of ductile iron pipe and fittings shall be coated with an asphaltic coating in accordance with ANSI A12.51 and AWWA C151. Pipe shall be laid true to line and grade with bells upstream.

Broken Stone: If required, shall be in accordance with and paid for under the contract Item "Broken Stone".

LAYING: Installation of pipe shall be in accordance with NYC DEP Standard Sewer and Water Main Specifications Section 60.12 and as directed by the Engineer.

If the foundation is good firm earth, then the earth shall be pared or molded to give a full support to the lower third of each pipe. If the foundation is unstable, or other conditions prevent a proper bearing for the pipe, a bedding of broken stone shall be installed as shown on the Standard Detail Sheet 'Drainage Details-No. 2'. If the excavation has been made deeper than necessary, a bedding of broken stone shall be installed at the Contractor's expense.

When the pipe is to be installed under a roadway a concrete cradle shall be laid to provide a full, firm and even bearing as shown on the Standard Detail Sheet 'Drainage Details-No. 2'.

Trenches shall be promptly backfilled after the installation of pipe or completion of structures, but no backfilling shall be done until the work has been inspected and approved by the Engineer.

Trenches shall be backfilled with clean fill, hand placed and tamped with six (6") inch layers to completely fill all spaces adjacent to the pipe.

CONNECTIONS: The Contractor shall do all the work necessary to join the Ductile Iron Sewer Pipe to the existing sewer or catch basins as shown on the plans. The cost for doing this shall be included in the unit price bid for this item.

MEASUREMENT AND PAYMENT: The quantity of **DUCTILE IRON SEWER PIPE** to be paid for under this item shall be the number of **LINEAR FEET** (laying length) of each size pipe, including fittings, furnished, placed and measured in its final position, in accordance with the plans and specifications and the directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of laying length of Ductile Iron Sewer Pipe of each size shown and shall include the cost of all labor, materials and equipment necessary to complete the work, including delivering, handling and laying of pipe, connection and fittings, backfilling with clean fill, all in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation, Concrete and Broken Stone, where required, shall be paid for separately for under their respective contract items.

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ITEM NO. 32	**POLYETHYLENE CORRUGATED PIPE - 4" DIA.**
ITEM NO. 33	**POLYETHYLENE CORRUGATED PIPE - 6" DIA.**
ITEM NO. 34	**POLYETHYLENE CORRUGATED PIPE - 8" DIA.**
ITEM NO. 35	**POLYETHYLENE CORRUGATED PIPE - 10" DIA.**
ITEM NO. 36	**POLYETHYLENE CORRUGATED PIPE - 12" DIA.**
ITEM NO. N/A	**POLYETHYLENE CORRUGATED PIPE - 18" DIA.**
ITEM NO. N/A	**POLYETHYLENE CORRUGATED PIPE - 24" DIA.**
ITEM NO. N/A	**POLYETHYLENE CORRUGATED PIPE - 36" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 4" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 6" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 8" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 10" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 12" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 18" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 24" DIA.**
ITEM NO. N/A	**PERFORATED POLYETHYLENE CORRUGATED PIPE - 36" DIA.**

WORK: Under this item, the Contractor shall furnish and lay **POLYETHYLENE CORRUGATED PIPE** or **PERFORATED POLYETHYLENE CORRUGATED PIPE** of the required size, in accordance with the plans, specifications, and directions of the Engineer. All work of connecting and joining to other pipes or drainage structure shall be included under this item.

MATERIALS: Pipe and fittings shall be manufactured by Advanced Drainage Systems, Inc. (ADS) Staybrook Industrial Area, Ludlow, MA, or approved equal. Sizes 4 – 36 inch (N-12) shall have a full circular cross-section, with an outer corrugated pipe wall and an essentially smooth inner wall (waterway). Corrugations for these sizes may be either annular or spiral. All sizes shall conform to the AASHTO classification “Type S” (smooth waterway) or "Type SP" (smooth waterway and Class 2 perforations) as specified.

Pipe manufactured for this specification shall comply with the requirements for test methods, dimensions, and markings found in AASHTO Designations M252 and M294. Pipe and fittings shall be made from Virgin PE compounds which conform with the requirements of cell Class 424420C for 4” through 10” diameters and Class 435400C for 12” through 60” diameters as defined and described in ASTM D3350.

The minimum parallel plate stiffness values when tested in accordance with ASTM D2412 shall be as follows:

Diameter	Pipe Stiffness
4" (100 mm)	50 psi (340 kPa)
6" (150mm)	50 psi (340 kPa)
8" (200mm)	50 psi (340 kPa)
10" (250mm)	50 psi (340 kPa)
12" (300mm)	50 psi (340 kPa)
18" (450 mm)	40 psi (280 kPa)
24" (600 mm)	34 psi (235 kPa)
36" (900 mm)	22 psi (150 kPa)

The fittings shall not reduce or impair the overall integrity or function of the pipe line. Common corrugated fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings, such as couplers and reducers, and branch or complimentary assembly fittings such as tees, wyes, and end caps. These fittings may be installed by various methods, such as snap-on, screw-on, bell and spigot, and wrap around. Couplings shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints.

Only fittings supplied or recommended by the pipe manufacturer shall be used. Where designated on the plans, a neoprene or rubber gasket shall be supplied.

SOCK: The perforated pipe shall have a "DC Sock" - a polyester machine knitted envelope factory applied and ready for installation.

INSTALLATION: All pipe shall be laid in reasonably close conformity to line and grade and shall have a full, firm and even bearing at each joint and along the entire length of pipe. Joint misalignment shall not result in offsets, in the interior smooth liner, greater than one-quarter (1/4") inch. Pipe laying shall begin at the downstream end and progress upstream. Any single run of pipe, excluding end sections, shall consist wholly of the same type material unless otherwise directed by the Engineer. No section of pipe used shall be less than three feet (3') in length. Installation of the pipe shall be in accordance with ASTM Recommended Practice D2321.

Installation Recommendation:

1. Crushed stone, gravel or compacted soil backfill material should be used as the bedding and envelope material around the culvert. The aggregate size should not exceed one-sixth (1/6) of the pipe diameter or four inch (4") diameter, whichever is smaller.

2. The corrugated pipe should be laid on grade, on a layer of bedding material. If native soil is used as the bedding and backfill material, it should be well compacted in six inch (6") layers under the haunches, around the sides, and above the pipe to the recommended minimum height of cover.

3. Either flexible (asphalt) or rigid (concrete) pavements may be laid as part of the minimum cover requirements.

4. Site conditions and availability of bedding materials often dictate the type of installation method used. See plans.

5. The load bearing capability of flexible conduits is dependent on the type of backfill material used and the degree of compaction achieved. Crushed stone and gravel backfill materials typically reach a compaction level of ninety to ninety five percent(90-95%) AASHTO standard density without compaction. When native soils are used as backfill material, a compaction level of eighty five percent(85%) is required. This is the same minimum compaction that is recommended by all culvert pipe manufacturers and can be achieved by either hand or mechanical tamping.

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Two types of installations are recommended for H-20 live loads - the heaviest legal highway loads. These are the trench and open ditch installations. The minimum height of cover recommendations are the same for both conditions.

MINIMUM DIMENSIONS TRENCH OR OPEN DITCH INSTALLATIONS			
Nominal Diameter	Min. Thickness Of Bedding	Minimum Cover	Minimum Trench Width
4”	3”	12”	21”
6”	3”	12”	23”
8”	3”	12”	26”
10”	4”	12”	28”
12”	5”	12”	30”
18”	6”	12”	39”
24”	6”	12”	48”
36”	6”	12”	64”

Coupling of the pipes shall be performed using Standard ADC (Advanced Drainage Systems) N-12 split coupler PRO LINK ST, or PRO LINK 10.8, or PRO LINK 5, or approved equal.

MEASUREMENT AND PAYMENT: The quantity of **POLYETHYLENE CORRUGATED PIPE** to be paid for under this Item shall be the number of linear feet (laying length) of each size pipe, including fittings, measured in its final position, furnished, and placed in accordance with the plans, specifications, and the directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of laying length Polyethylene Corrugated Pipe of each size shown and shall include the cost of all labor, materials and equipment necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer. Excavation and broken stone shall be paid for under their respective Items.

MEASUREMENT AND PAYMENT: The quantity of **PERFORATED POLYETHYLENE CORRUGATED PIPE** to be paid for under this Item shall be the number of linear feet (laying length) of each size pipe, including fittings, measured in its final position, furnished, and placed in accordance with the plans, specifications, and the directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of laying length Perforated Polyethylene Corrugated Pipe of each size shown and shall include the cost of all labor, materials and equipment necessary to complete the work in accordance with the plans and specifications including the sock, to the satisfaction of the Engineer.

Excavation and broken stone shall be paid for under their respective contract Items.

E N D O F P A G E

Rev. 11/01/2022 STANDARD

ITEM NO. 37 **BROKEN STONE - LOOSE MEASURE**

WORK: Under this item the Contractor shall furnish and place **BROKEN STONE** in the locations where shown on the plans or as directed by the Engineer. This stone will be used for drainage applications and other miscellaneous work, as shown on the plans and as directed by the Engineer.

MATERIALS: Broken Stone shall consist solely of crushed ledge rock. Stone shall be No. 3 size and shall be of approved size and quality as specified in Section B, 'Materials and Methods of Construction'.

*** IMPORTANT: Material substitutions will not be approved under any circumstances. All recycled materials will be rejected.**

MEASUREMENT AND PAYMENT: The quantity of **BROKEN STONE - LOOSE MEASURE** to be paid for under this item shall be the number of **CUBIC YARDS,** measured in trucks as delivered to the site, furnished and placed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** and shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation and Geotextile, if required, shall be paid for separately under their respective contract items.

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Rev. 09/24/2014 STANDARD

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ITEM NO. 38 PRECAST CONCRETE FOR DRAINAGE STRUCTURE

WORK: Under this Item, the Contractor shall furnish and install **PRECAST CONCRETE FOR DRAINAGE STRUCTURE** and for winterization drywell in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials of construction shall comply with Section B, "Materials and Methods of Construction".

Precast Concrete Structures: Precast concrete drainage structures and winterization drywell shall be manufactured by Coastal Pipeline, Calverton, NY; Oldcastle Infrastructure, Middle Island, NY; or approved equal. Precast concrete structures shall conform to the requirements of ASTM C478 – "Standard Specification for Circular Precast Reinforced Concrete Manhole Sections", have a minimum strength of 5,000psi and shall meet the requirements for H-20 loading per AASHTO.

Rubber Gasket: Where required, joint sealant for precast concrete drainage structures shall be butyl rubber gasket conforming to Federal Specification SS-S-210A and ASTM C443 – "Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets".

Ladder Rungs for Precast Concrete Drainage Structures: Ladder rungs for precast drainage structures shall be constructed of copolymer polypropylene plastic, as manufactured by M.A. Industries, Peachtree City, GA, or approved equal.

Brick: All bricks used in the work shall be new, sound, and hard burned throughout, and of uniform size and quality. If required, the brick shall be culled immediately after they are brought on the work, and all bricks which are warped, cracked, or of improper quality shall be removed. The proportion of bats permitted will be determined according to the character and location of the work in which they are to be used.

Mortar: The mortar shall be composed of one (1) part of Portland cement and a maximum of two (2) parts sand with not more than five percent (5%) of the cement content of hydrated lime or lime putty, as specified in Section B.

INSTALLATION:

Precast Concrete Drainage Structure: The precast concrete drainage structures and winterization drywell shall be assembled according to the manufacturer's instructions. The Contractor shall install the precast concrete structures true to line and grade. The top of the drainage structures shall be cleaned of all material to allow for installation of brick or drainage frame.

The Contractor is responsible for the final locations of knock-out holes that allow for the entrance of drainage pipes. All pipe invert dimensions shall be verified in the field by the Contractor prior to ordering precast drainage structures. Any discrepancies shall be remedied by the Contractor, to the satisfaction of the Engineer, as part of the bid price of this item.

Laying Bricks: Bricks shall be satisfactorily wet when being laid, and each brick shall be laid in cement mortar so as to form full bed, end and side joints at one operation. The joints shall not be wider than three eighth inch (3/8"), except when the bricks are laid radially, in which case the narrowest part of the joint shall not exceed one quarter inch (1/4"). The bricks shall be laid in a workmanlike manner true to line and wherever practicable, the joint shall be carefully struck and pointed on the inside. Brick work shall be laid with a satisfactory bond and as it progresses, shall be racked back in course, unless otherwise permitted.

Cold Weather: In freezing weather, bricks shall be heated sufficiently to remove all ice and frost. No brickwork shall be laid or relaid when the temperature is below 25° Fahrenheit.

PROTECTION: All fresh brickwork shall be carefully protected from freezing and from drying effects of the sun and wind and, if required, shall be sprinkled with water at such intervals and for such time as may be directed. Brickwork shall be protected from injuries of all sorts, and all portions which may become damaged or may be found defective shall be repaired, or if directed, to be removed and rebuilt to the satisfaction of the Engineer.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Shop Drawings: The Contractor shall submit shop drawings for approval showing all invert elevations, ladder rungs, and joints for assembling precast drainage structures prior to use of the precast drainage structures.

MEASUREMENT AND PAYMENT: The quantity of **PRECAST CONCRETE FOR DRAINAGE STRUCTURE** to be paid for under this item shall be number of **CUBIC YARDS** of drain structure furnished and installed, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of Precast Concrete for Drainage Structure and for winterization drywell furnished and incorporated in the work complete, and shall include the cost of furnishing all labor, material, equipment, including bricks, mortar, rubber gasket, ladder rungs as necessary, and incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

No deductions will be made for spaces occupied by pipes entering drainage structure.

Any frames, covers, etc. if necessary, shall be paid for separately under their respective contract items. Excavation shall be paid separately under its own contract item.

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ITEM NO. 39 MISCELLANEOUS IRON AND STEEL

WORK: Under this item, the Contractor shall furnish and place all cast iron, cast steel, wrought iron and steel, not especially included under other items, as shown on the plans and for miscellaneous castings, etc.

MATERIALS: All materials shall meet the requirements as given in Section B, "Materials and Methods of Construction".

CLEANING: Except as otherwise ordered by the Engineer, immediately prior to the final inspection the Contractor shall clean unimbedded surfaces that show evidence of loose mill scale, non-adherent rust, peeling paint and other deleterious matter in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools.

MEASUREMENT AND PAYMENT: The quantity of **MISCELLANEOUS IRON AND STEEL** to be paid for under this item shall be the number of pounds furnished and placed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **POUND**, and shall include the cost of all labor, materials and equipment necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

E N D O F P A G E

Rev. 02/15/1999 STANDARD

ITEM NO. N/A	**PARKS LEAF MANHOLE COVER & FRAME**
ITEM NO. N/A	**PARKS LEAF CATCH BASIN COVER & FRAME**
ITEM NO. 40	**PARKS LEAF SPRAY SHOWER CATCH BASIN COVER & FRAME**

WORK: Under these items, the Contractor shall furnish and install Manhole or Catch Basin Covers with frames in accordance with DPR Standard Detail Sheet "Parks Leaf Manhole and Catch Basin Covers", specifications and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

Manhole Covers shall be of gray iron per ASTM A48, latest revision, Class 30 or better. Catch Basin Covers shall be ductile iron ASTM A536, latest revision, Grade 65-48-12 or better. Covers shall be as manufactured by Campbell Foundry Co., Harrison, NJ, EJ USA, Inc., East Jordan, MI or approved equal. All covers shall be suitable for highway traffic, meeting the requirements for heavy duty H-20 loading, per AASHTO M306-10.

Vandal Resistant Bolts: Each cover shall be furnished with two (2) stainless steel penta-head bolts as supplied by Campbell Foundry Co., Harrison, NJ, or approved equal. Typical plastic end caps are to be supplied with hardware and installed on penta-head bolts.

INSTALLATION: The Covers shall be installed on frames as shown on DPR Standard Details. Immediately prior to final acceptance, the Contractor shall clean cover surfaces that show evidence of loose mill scale, non-adherent rust, peeling paint and other deleterious matter in accordance with guideline recommended by The Society for Protective Coatings (SSPC) - SP2, or equivalent method for Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools. Unless otherwise directed by the Engineer, covers shall be painted with two coats of black alkyd urethane enamel paint, such as Industrial Water Based Alkyd Urethane Enamel manufactured by Sherwin Williams, Woodside, NY, Alkyd Urethane Enamel Gloss CV2000 manufactured by Benjamin Moore & Co., Montvale, NJ, or approved equal.

SUBMITTALS: All submittals shall conform to Section C, General Conditions, Special Provisions, Article 11.

Foundry Certificates: The contractor shall submit Foundry Certificates for each type of material certifying the composition of either gray iron for manhole covers or ductile iron grade for catch basin covers. Submittal shall be on the pattern holder's letterhead. The Contractor shall also submit proof of H-20 loading.

MEASUREMENT AND PAYMENT: The quantity of Parks Leaf Catch Basin/Manhole Covers to be paid for under these items shall be the number of **EACH** type furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

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The price bid shall be a unit price for **EACH** Parks Leaf Cover of each type, furnished and installed, and shall include the cost for all labor, material, equipment, and incidental expenses necessary to complete the work, including frame, vandal resistant bolts, and painting, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

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Rev. 05/24/2022 STANDARD

ITEM NO. 41 ADA CATCH BASIN COVER AND FRAME

WORK: Under this Item, the Contractor shall furnish and install **ADA CATCH BASIN COVER AND FRAME**, including vandal resistant bolts, in accordance with the plans, specifications, and as directed by the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

ADA Catch Basin Cover and Frame: ADA Catch Basin Cover and Frame shall be gray cast iron per ASTM A48, latest revision, Class 30B or better and shall meet the requirements for heavy duty HS20-44 loading per AASHTO. Cover and frame shall be Model No. 41261408 manufactured by Campbell Foundry Co., Harrison, NJ or approved equal.

Vandal Resistant Bolts: Each cover shall be furnished with one (1) Stainless Steel Penta-head bolt as supplied by Campbell Foundry Co., Harrison, NJ or approved equal. Typical plastic end caps are to be supplied with hardware and installed on Penta-Head bolts.

INSTALLATION: The cover shall be installed on a frame in accordance with the Standard Details. Prior to Substantial Completion inspection the Contractor shall clean cover surfaces that show evidence of loose mill scale, non-adherent rust, peeling paint and other deleterious matter in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools. Unless otherwise directed by the Engineer, covers shall be painted with two coats of black alkyd urethane enamel paint, such as Pro Industrial Water Based Alkyd Urethane Enamel manufactured by Sherwin Williams, Woodside, NY, Alkyd Urethane Enamel Gloss CV2000 manufactured by Benjamin Moore & Co., Montvale, NJ, or approved equal..

SUBMITTALS: All submittals shall be in accordance with the requirements of Section C, Special Provisions, Article 11.

Foundry Certificates: Foundry certificates certifying gray iron grade and loading test shall be submitted. Submittal shall be on the pattern holder's letterhead.

MEASUREMENT AND PAYMENT: For each **ADA CATCH BASIN COVER AND FRAME** furnished and installed under this contract complete in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** ADA Catch Basin Cover and Frame and shall include the cost of all work, labor, and materials including frame, cover, vandal resistant bolts, and painting and all other incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

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ITEM NO. 42 **CAP WATER LINE**

WORK: Under this item, the Contractor shall **CAP WATER LINE** in accordance with the plans, specifications, and directions of the Engineer. All work shall be done in accordance with the Department of Environmental Protection, Bureau of Water Supply specifications and requirements. D.E.P inspection shall be conducted before backfilling trench.

MATERIALS and EXECUTION: Where shown on plans or directed by the Engineer, the existing service connection shall be capped. The cap shall be threaded and of the same material as the pipe which is to be capped.

MEASUREMENT AND PAYMENT: The quantity of **CAP WATER LINE** to be paid for under this item shall be the number of water lines capped in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price for **EACH** water line capped and shall include the cost of all labor, materials, equipment, including the threading of existing water lines, D.E.P. inspection(if required) and any other incidental expenses to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation, sawcutting, Maintenance and Protection of Traffic, Temporary Sheeting, and Restoration of Street Pavement, if required, will be paid for separately under their respective contract items.

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Rev. 4/17/2020 STANDARD

ITEM NO. N/A	**WATER TAP 1" DIA.**
ITEM NO. N/A	**WATER TAP 1 ½" DIA.**
ITEM NO. 43	**WATER TAP 2" DIA.**
ITEM NO. N/A	**WET CONNECTION - 3" DIA.**
ITEM NO. N/A	**WET CONNECTION - 4" DIA.**

WORK: Under these Items, the Contractor shall make a **WATER TAP** or **WET CONNECTION** of the size shown on the plans, to the existing water main in accordance with the plans, specifications, and directions of the Engineer. The Contractor shall obtain a permit from D.E.P, saw cut pavement, prepare opening, abandon, disconnect, cap, or plug any existing water service from the existing water main in accordance with the Rules of the Bureau of Water Supply, arrange D.E.P. installation, arrange inspection (where required) prior to backfilling and restore street pavement.

PERMITS: The Contractor shall employ a licensed Certified Master Plumber to obtain a permit from the New York City Department of Environmental Protection, Bureau of Water Supply and Wastewater Collection, Tapping Division, hereinafter referred to as D.E.P. All permits for work requiring opening or obstructing a street and/or sidewalk shall be contingent on approval by the Department of Transportation (DOT) or the agency having jurisdiction to authorize such opening. All permits shall be displayed at the work site.

MATERIALS & EXECUTION: The Contractor shall notify the DPR Engineer three (3) days prior to intended date of work. Water taps and wet connections to a City Main shall be inserted or installed only by D.E.P employees, unless waived by D.E.P.. The Contractor shall set up appointment with D.E.P and pay all D.E.P. fees under this item. The Contractor shall erect proper barricades and all other protective devices in strict compliance with City ordinances governing the protection of the public. All materials, excavation, saw cutting, and restoration of street pavement (where applicable) shall be performed in accordance with D.E.P. and New York City Department of Transportation requirements. Size of excavation for water tap or wet connection shall be in accordance with the requirements of NYC Department of Environmental Protection "Rules governing and Restricting the Use and Supply of Water" Appendix Table #4 and Detail Figure No.1. If subsurface conditions prevent a plumber from making an excavation of the dimensions indicated therein, the plumber shall immediately notify the Engineer. The Engineer, in turn shall notify D.E.P., who has the discretion to determine whether the dimensions should be changed, and what the new dimensions for the excavation shall be. Where excavations are required to be larger than Appendix Table #4, such excavation shall be paid separately under the item "Unclassified Excavation". All excavations shall be made safe by sheeting and bracing, where depth of excavation exceeds five (5) feet. Hand excavate as necessary to protect underground utilities. Arrange for inspection by D.E.P. (where necessary) prior to compacting backfill in six (6") inch lifts and street pavement restoration.

INSPECTION: Where required by D.E.P., the connection shall be inspected prior to backfilling.

MEASUREMENT AND PAYMENT: For each **WATER TAP** or **WET CONNECTION** made in accordance with the plans, specifications, directions of the Engineer and provisions of the D.E.P. permit, the Contractor shall receive the unit price bid.

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The price bid shall be a unit price for **EACH** Water Tap or Wet Connection made and shall include furnishing all labor, material, equipment, and incidental expenses including obtaining permits, saw cutting, gooseneck connection for copper water tubing, unclassified excavation and/or hand excavation as required, all fees to D.E.P., backfilling and compaction to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation beyond what is required by D.E.P. Appendix Table #4, Cap water line, Maintenance and protection of traffic, Restoration of Street Pavement, water line beyond the gooseneck connection, and Temporary Sheeting (where applicable) shall be paid under separate contract items.

END OF PAGE

Rev. 10/27/2014 STANDARD

ITEM NO. N/A **RPZ & WATER METER W/ REMOTE & STRUCTURE - 1" DIA.**
ITEM NO. N/A **RPZ & WATER METER W/REMOTE & STRUCTURE – 1½" DIA.**
ITEM NO. 44 **RPZ & WATER METER W/ REMOTE & STRUCTURE - 2" DIA.**

WORK: Under these Items, the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install **RPZ & WATER METER W/ REMOTE & STRUCTURE** of the size indicated on the Contract Drawings, including all piping, fittings, valves, test tee, and test tee valve, if required and other incidentals necessary to complete plumbing work and connection to water service and water feed lines in accordance with the plans, specifications, and directions of the Engineer. RPZ (Reduced Pressure Zone) device is a type of Backflow Preventer. Water Meter W/ Remote Reader shall include Water Meter, Water Meter Strainer and Meter Transmission Unit. All factory plumbing work is to be done by a Licensed Plumber. All on-site plumbing work is to be done by a New York City Master Licensed Plumber.

DEP APPROVED PLANS: The RPZ/Water Meter installation plans have been submitted to the NYC Department of Environmental Protection (DEP), Bureau of Water and Sewer Operation's (BWSO) Cross Connection Control Unit for approval. No work shall be done prior to receiving DEP approval of the aforementioned plans. Upon receiving approval, the plans shall be provided to the Contractor as a Supplemental Drawing, on or about the Order-to-Work (OTW) date.

To complete work under this item, the Contractor shall pay for the DEP Review Fees, including but not limited to the Backflow Prevention Device Review Fee, under the contract item "ALLOWANCE FOR DEP BPD REVIEW FEE". Checks shall be made payable to the New York City Water Board.

MATERIALS: Unless otherwise provided for herein, all materials and methods of construction shall conform to the requirements in Section B, "Materials and Methods of Construction". Entire unit shall be fabricated and installed in accordance with this specification and NYCDPR Standard Detail Drawing "RPZ and Water Meter Details for Sitework".

Precast Concrete Structures: Enclosure structures for the RPZ and water meter shall be as manufactured by A.C. Miller Concrete Products Inc., Spring City, PA., or approved equal.

Concrete: All concrete shall fulfill the material requirements of Section B, except that compressive strength shall be 5,000 psi at 28 days. All precast concrete shall have a honed finish. The precast concrete shall be well cured, shall be dense and shall have good edges. The cement and aggregate shall be thoroughly mixed in a proportion of one (1) part Portland Cement to not over six (6) or less than four (4) parts of aggregate. The aggregate fine and course shall conform to ASTM C-33. Aggregate shall be free of all deleterious substances which cause reactivity with oxidized hydrogen sulfides. Aggregate shall be graded to produce a homogeneous concrete mix. All exposed concrete edges shall be finished with a forty-five (45°) degree, three-quarter (3/4") inch chamfer.

Coating For Concrete: Above grade portion of precast concrete boxes shall be patched to conceal holes and then receive one (1) coat of a 100% acrylic polymer coating with a pebble finish similar to Color Coat #3107, as manufactured by BASF Senergy, Florham Park, NJ or approved equal. Color to be Sage.

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Reinforcement: Steel reinforcement shall conform to the provisions of the DPR standard items for "Steel Bar Reinforcement" and "Steel Fabric Reinforcement". Reinforcement shall be placed as shown on the drawings.

Ladder Rungs: Ladder rungs for each water meter structure shall be constructed of copolymer polypropylene plastic, as manufactured by M.A. Industries, Peachtree City, GA., or approved equal.

RPZ Structure Access Doors: Shall be high security flat plate stainless steel, single leaf, similar to JustSet Doors as manufactured by Pennsylvania Insert Corp., Spring City, PA, or approved equal. The two (2) types of RPZ Structure Access doors are as follows:

Two (2) vertical 30" x 24" (hinged) high security stainless steel access doors, painted.
One (1) Horizontal 12" x 24" (no hinges) high security stainless steel access door, painted.

Stainless steel doors for RPZ structure shall be painted with one (1) primer coat and one (1) finish coat. All three (3) doors shall be cleaned with solvent to remove oil, grease, dirt and other foreign material, then primed with a low VOC, water based wash primer, free of heavy metals and mineral acids, similar to DTM Wash Primer as manufactured by Sherwin Williams Protective & Marine Coatings, Edison, NJ or approved equal. Finish coat shall be high gloss enamel paint similar to Industrial Enamel HS (B54Z-400 series) as manufactured by Sherwin Williams Industrial Coatings, Edison, NJ or approved equal. Color to be Sage to match coating for concrete.

Water Meter Structure Access Door: Access door shall be thirty six inches by thirty inches (36" x 30") size, heavy duty (H20 loading) high security, color (brown) anodized aluminum, similar to JustSet Door as manufactured by Pennsylvania Insert Corp., Spring City, PA, or approved equal. Frame shall have integral drain channel, anchor flanges, and neoprene gasket. A one-and-one half inch (1 1/2") drain coupling shall be located on the corner of the frame. Operation shall be spring assisted for easy operation. A hold open arm shall automatically lock the door in the ninety (90°) degrees position. Hinge shall be heavy forged brass with a stainless steel pin. Door shall be provided with two locks. Lock shall be "Ford" lifter worm lock with waterworks bronze pentagonal bolt type "LL". All hardware shall be zinc or cadmium plated.

Construction Accessories: Frames shall be three sixteenths by two by two (3/16" x 2" x 2") inches angle welded with joints ground smooth, after fabrication. Hinges shall be heavy duty and welded to door and frame.

Security Bolts for RPZ Structure Doors: Security Bolts for RPZ Structure shall be NYC DPR pattern # 83 registration # "116183", Part #127074, as manufactured by McGard, Orchard Park, NY, or approved equal. Threads for security bolts shall be at least one-third (1/3) bolt dia. for proper "bite". Vertical doors shall have two (2) security bolts; 7/16 - 20 x 0.750. Horizontal door for RPZ structure shall have four (4) security bolts; 7/16 - 20 x 0.750. For security reasons, one security bolt key for each RPZ installed shall be shipped by the manufacturer directly to the attention of: The Administrative Assistant to the Director of Engineering, NYC Parks Olmsted Center, Corona, NY 11368. Under no circumstances shall the Contractor be provided with a key.

Security bolts for Water Meter Structure Horizontal Access Door: Security bolts for Water Meter

Structure Horizontal Door shall be two (2) pentahead security bolts.

Special Design Criteria for Security Bolts:

1. Bolt must be made from alloy steel, heat treated to 150,000 psi tensile strength.
2. Head of bolt must be selectively hardened to Rc 60 min. to prevent the use of files, hacksaws, and chisels.
3. Bolt is to be made with either a flat or 120° cone seat as required.
4. Bolt will be torqued by means of a recessed curvilinear ("Daisy") groove in the top face of bolt head. A special mating key is required to operate in groove for installation and removal of bolt.
5. Bolts are to be zinc nickel plated in order to meet an ASTM B-368 C.A.S.S. test for 22 hours.
6. Bolt lengths are to be held to +/- 0.01".
7. Bolt threads are to be class UNC-2A.

Water Piping: Shall be hard temper type 'K' copper tubing meeting the Department of General Services; Division of Municipal Supplies, Dept. of Purchase, Specification No. 32-T-1.64 and ASTM No. B88. Fittings shall be approved wrought copper and bronze solder -joint pressure fittings (ANSI B 16.22).

RPZ: The RPZ device shall be Febco Model LF825YA, or approved equal. Size shall be as indicated on the Contract Drawings and shall fit inside the precast concrete structure as shown on the Standard Detail. The RPZ shall meet the requirements of American Society of Sanitary Engineers (ASSE) Standard 1013 and the American Water Works Association (AWWA) Standard Code 506-78. RPZ shall be lead free in compliance with the amended Federal Law Safe Drinking Water Act (SDWA).

The RPZ shall consist of two independently operating center guided, spring loaded, "Y" pattern check valves and one hydraulically dependent differential relief valve. Mainline valve body and caps including relief valve body and cover shall be bronze. Check valve and relief valve components shall be constructed so they may be serviced without removing the valve body from the line. Shut-off valves and test cocks shall be full ported resilient seated ball valves.

Gate Valves: The House Control Valve (HCV) and Valve for Test Tee shall be a Class 125, all bronze gate valve, with non-rising stem and solid disc, with screwed bonnet and threaded ends, such as Stockham Figure LFB-103, or approved equal. For water meters up to one (1”) inch size, a plain-tip (end faucet) test tee shall be used. For meters larger than one and one-half (1.5”) inches, the test tee shall be with a valve and capped.

Ball Valves: The Meter Inlet Control Valve (MICV) and Meter Outlet Control Valve (MOCV) shall be lead free, brass, full port ball valve, such as Ultra Pure UPBA400 P2, or approved equal.

Electrical Grounding: For continuity of Electrical Grounding (during RPZ Maintenance) the Contractor is to furnish and install one (1) #2 tinned copper ground conductor and copper alloy ground connectors as per O.Z. Gedney, Type ABG for one (1") inch & one and one-half (1-1/2") inch diameter and CG for two (2") inch diameter pipe or approval equal. Ground work is to be

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done prior to any painting or insulation if needed.

WATER METER: The one (1") inch water meter shall be Neptune T-10, as manufactured by Neptune Technology Group, Inc., Tallassee, AL, or AccuStream manufactured by Sensus, Raleigh, NC or approved equal. The one and one-half (1 ½") inch water meter shall be Neptune T-10 manufactured by Neptune Technology Group, Inc., or Omni C^2 manufactured by Sensus or approved equal. The two (2") inch water meter shall be Omni C^2 manufactured by Sensus or Spectrum 130D manufactured by Metron Farnier, LLC, Boulder, CO, or approved equal.

All water meters furnished shall conform to the "Standard Specifications for Cold Water Meters", AWWA Standard C700 latest revision. Only meters on the current "List of Approved Water Meters and Related Equipment", published by NYC DEP will be accepted as an approved equal.

The size, capacity and meter lengths shall be as specified in AWWA Standard C700, latest revision. The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision to minimize premature wear. The installation of water meters shall comply with RCNY Title 15, Chapter 20, "Rules and Regulations Governing and Restricting the Use and Supply of Water".

Meter Maincase: All meter maincases shall be composed of an alloy that meets current NSF61G/372 standards. Bottom caps shall be interchangeable, size for size, between frost-protected synthetic polymer or cast iron and non-frost protected (bronze) models. No meters utilizing frost plugs will be accepted. Non-frost protected meters shall have bronze or synthetic polymer bottom caps. The cross section of the bottom shall break clean when subjected to freezing pressure of 600-850 psi. All maincase bolts shall be of 300 series stainless steel to prevent corrosion. Bottom cap bolt lugs shall be enclosed in the maincase and shall not have externally exposed, threaded through holes.

Register: Registers must be sealed and dry. All direct reading register lenses shall be flat, of high strength, and impact resistant glass to prevent breakage. All meters must be adaptable to digital encoder register without interruption of the customer's service for the purpose of pit, remote, or central meter reading. The registers shall be secured to the maincase by means of a plastic tamperproof seal pin to allow for in-line service replacement. Seal screws are not acceptable.

Register retainer rings shall have an impact resistant design which absorbs register glass lens impact. All registers shall have the size, model, and date of manufacture stamped on the dial plate.

Guarantee: All meters and registers will be guaranteed for one year on material and workmanship. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700 (low, intermediate, and full flow). All meters shall be guaranteed adaptable to the Neptune ARB Encoder Electronic Meter Reading Systems.

Strainer: The strainer shall be located near the inlet maincase port, before the measuring chamber and control block assembly.

Remote Reader: The Remote Reader shall be Neptune E-Coder System® as manufactured by Neptune Technology Group, Inc., Tallassee, AL, or ECR or Full Electronic Register as

manufactured by Sensus, or Innov8 Register as manufactured by Metron Farnier, or approved equal. The Remote Reader shall be a self-contained encoder register metering system designed to obtain remote simultaneous water meter registration directly from the register odometer. The metering information shall be obtained through a remotely located receptacle using a compatible data capture system.

Encoder Meter Register: Shall be direct mounted with encoded odometer wheels and digital data stream. Batteries or pulses are not allowed.

Registration: The register shall provide at a minimum five (5) digit visual registration at the meter. The unit shall, in a digital format, simultaneously encode the four (4) or six (6) most significant digits of the meter reading for transmission through the remotely located receptacle. (The most significant meter registration digits are defined as those digits on the register number wheels that denote the highest recorded values of water consumption.) A quick indexing mechanism shall be employed which shall prevent ambiguous reading. Register test rings shall be available for shop testing. The units of registration shall be in U.S. gallons. These units shall be clearly designated on the face of the register. The month and year of manufacture and other identification information shall appear on the face of the register. The register shall employ a leak detection indicator on the dial face. Registers using pulse generation or conversion of pulses to digital output is not permitted. Batteries shall not be required.

Mechanical Construction: Materials used in the construction of the register shall be compatible with the normal water meter environment and with each other. The unit shall possess a copper bottom and incorporate a rubber O-ring seal. Where indicated, pit set registers must be provided with moisture protection for all internal components when operating under flooded pit conditions. The register and mounting base shall be integral components and should not allow for disassembly. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof plastic seal pin shall be used to secure the register to the main case. No special tools shall be required to remove the register. The register head must swivel 360 degrees without removing the seal pin to facilitate visual reading and ease of wiring. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service. Provision shall be made in the register for the use of seal wires to further secure the register. Terminal screws must be accessible on the register for transmission wire connection to the remote receptacle or future connections to a telephone system.

Electrical Construction: The materials employed for contacts and connectors shall inhibit corrosion and shall suffer minimal effect from environmental conditions to which they are exposed.

Connection shall be made to the register by three (3) screw-type terminals, sonically inserted into the register top. Access to the terminals shall be available to all models of register. A port cover shall be provided to cover the terminals after they have been wired. Digitally formatted data transmitted from the register shall incorporate a check sum character to verify correct information transmission and integrity. Data errors shall be indicated by the reading equipment.

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Meter Reading Information: The encoder register shall provide up to six (6) digits of information to the reading equipment. A ten (10) digit identification number shall also be provided with each reading. The utility shall have the option to reprogram the internal register identification number an unlimited number of times. The encoder register must have the capability to provide additional custom information to the reader. This information shall be programmed (and reprogrammed at any time) by the utility. Information on programming the register, equipment needed, and encoder meter reading output shall be provided with each proposal.

Remote Mounted Receptacle: Remote receptacle shall provide a communication link for the transmission of information from the register.

Mechanical Construction: Where indicated, a remote receptacle must be provided for attachment to a pit meter lid with another unit also designed for attachment by wall mounting. The materials employed shall be corrosion resistant, resist ultraviolet degradation, unaffected by rain or condensation, and compatible with rugged service and long life. The pit mounted receptacle shall be mounted to the water meter access door of the meter concrete structure using two (2) screws to be provided by the utility. The hole size to be drilled in the access door shall not exceed three eighths (3/8") inch each. The pit mounted receptacle shall be provided with a minimum length of ten (10') feet of wire connected and sealed at the receptacle without terminal exposure.

Electrical Construction: The receptacle construction shall incorporate the function of a cable clamp or strain relief. Design of the unit shall be such that it provides for mechanical and electrical connection between the receptacle and interrogation equipment.

Cable: The wire from the meter register to any remote unit shall be 22 gauge, three conductor wire, red-black-green. The licensed plumber shall connect all three wires properly at the register head to allow simple installation of an AMR box, which will be installed by DEP.

INSTALLATION:

Excavation: The Contractor shall excavate to the lines as shown in the drawings. Temporary sheeting is required in excavation for the precast concrete structure.

Temporary Sheeting: All shoring work shall meet or exceed the requirements of the New York State Department of Labor, Industrial Code Rule 23 and Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA).

The type of sheeting and bracing shall be satisfactory to the Engineer and subject to his approval, but the approval by the Engineer of a method to be used does not relieve the Contractor of his responsibility for protection and safety.

Setting of Precast Concrete Water Meter Structure: The precast concrete water meter structure shall be set on a six (6") inch thickness of broken stone with additional stone added inside the twelve inch (12") by twelve inch (12") drain sleeve to the top of the bottom slab. The RPZ Structure

shall be set on the Water Meter Structure, as shown on NYCDPR Standard Detail Drawing.

The Contractor shall install supports for the water meter at the height shown on the Contract Drawings. The meter shall be set so that the dial faces upward and is horizontal. The dial shall not be more than three (3') feet above the floor. The encoder register shall be installed on meter as per manufacturer's instructions. The remote reader receptacle shall be installed in the pit cover as per the manufacturer's directions and recommendations, allowing reading of the meter from above ground level. The Contractor to allow sufficient Water Meter Remote Reader cable slack for manhole cover removal. The RPZ shall be installed as shown on the Contract Drawings and per manufacturer's instructions.

Connections: The Contractor shall connect the water piping as shown on the Contract Drawings for complete and satisfactory operating unit to the satisfaction of the Engineer. Connections shall be made to The Water Meter by coupling union or flange union on both inlet and outlet ends of the meter and bored for sealing with holes not less than one-eighth (1/8") of an inch in diameter - solder connections are not permitted. Connections to the RPZ shall be as shown on the Contract Drawings and per manufacturer's instructions.

SUBMITTALS: Submittals shall in accordance with the requirements of the General Conditions, Section C, Specials Provisions, Article 11. DPR Engineering Division, Civil Section shall be copied on all Submittals.

Shop Drawings: The Contractor shall submit Shop Drawings showing installation of the complete RPZ assembly, water meter, piping, pipe supports, precast concrete structures, doors and the coatings.

Catalog Cuts: The Contractor shall submit Catalog Cuts of the RPZ, water meter, meter reading system, all valves, and all connected piping for approval prior to installation.

Certifications: The Contractor shall be responsible for obtaining all Certification necessary to comply with the NYC Department of Environmental Protection (DEP), Bureau of Water and Sewer Operation's (BWSO) Cross Connection Control Unit for approval & the NYS Department of Health regulations for RPZ's (after installation) including:

1. Certification by Backflow Prevention Device Tester,
2. Certification of Master Plumber responsible for the RPZ & Water Meter installation, and
3. A Professional Engineer's or Registered Architect's Certification that the installation is in accordance with the Approved Plans.

The Contractor shall be held completely responsible to ensure that all Work is in compliance with NYC form GEN-215B.

DEP BPD Review Fee Receipt: The Contractor shall provide the receipt in accordance with the contract item, "ALLOWANCE FOR DEP BPD REVIEW FEE" to receive full payment of this item.

MEASUREMENT AND PAYMENT: For the furnishing and installation of **EACH** size of the

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RPZ & WATER METER W/ REMOTE AND STRUCTURE indicated, including installation of all plumbing work, certifications, etc., in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** size RPZ and Water Meter w/ Remote and Structure and shall include the cost of all labor, materials, equipment, and any incidental expenses necessary, including unclassified excavation, temporary sheeting, broken stone base, certifications, all plumbing work within the structure, except double check valve(s) if required, connection to the water service at the structure; and precast concrete structure, including reinforcing steel, brick masonry, rungs, and access doors, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Fifty (50%) of payment of the total bid price for this item shall be withheld until the contract item "ALLOWANCE FOR DEP BPD REVIEW FEE" has been completed.

Allowance for DEP BPD Review Fee, Double Check Valve(s), if required, Copper Tubing and all water service beyond the exterior face of the concrete structure, shall be paid for separately under their respective contract items.

E N D O F P A G E

Rev. 12/02/2024 STANDARD

ITEM NO. 45	**TYPE "K" COPPER TUBING - 1" DIA.**
ITEM NO. 46	**TYPE "K" COPPER TUBING – 1 ¼" DIA.**
ITEM NO. 47	**TYPE "K" COPPER TUBING – 1 ½" DIA.**
ITEM NO. 48	**TYPE "K" COPPER TUBING - 2" DIA.**
ITEM NO. N/A	**TYPE "K" COPPER TUBING - 3" DIA.**

WORK: Under these items, the Contractor shall furnish, install and connect the water pipe of the size shown in accordance with the plans, specifications and directions of the Engineer.

PIPE: The water service pipe shall be rigid (drawn) temper type "K" copper tubing in straight lengths meeting the specification for ASTM designation No. B88.

> Exception: If the distance between the water tap to the curb valve is greater than ten (10') feet or cannot be spanned with a single piece of rigid tubing, ductile (annealed) copper tubing may be installed, as approved by DEP and Parks.

FITTINGS: Fittings shall be approved wrought copper and bronze solder - joint pressure fittings (ANSI B 16.22), Di-Electric fittings as required.

JOINTS: Joints shall be made by soldering, using 95-5 tin antimony solder. Except from the curb valve to the water tap, joints shall be of the "flared" type.

INSTALLATION: The pipe shall be laid true to line and grade with a cover as indicated on the plans or as directed by the Engineer. When the foundation is good firm earth, the earth should be pared or molded to give a full support and if necessary a layer of fine gravel, sand or other suitable material should be placed. The same means of securing firm foundation should be adopted in case the excavation has been made deeper than necessary, in which case the Contractor shall furnish the fine gravel, sand or other suitable foundation material at his own expense.

Where the bottom of the trench is in rock, fresh fill, soil of low bearing power or other situations where special foundations are required, the Contractor shall provide such foundation in accordance with the written order of the Engineer. The work shall be paid for at the unit prices bid for the materials used in the work.

TESTS: The Contractor shall not backfill over any pipe until ordered by the Engineer. The pipe system shall be tight and show no leaks when filled with water, sealed and subjected to an internal hydrostatic pressure of 100 psi for thirty minutes. Temporary caps shall be placed where required to permit making the tests where valves are not available. The tests shall be made in the presence of the Engineer.

MEASUREMENT AND PAYMENT: The quantity of **TYPE "K" COPPER TUBING** to be paid for under these items shall be the number of **LINEAR FEET** (laying length), of each size, including fittings, furnished and incorporated in the work in accordance with the plans, specifications and directions of the Engineer.

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The price bid shall be unit price per **LINEAR FOOT** of Type K Copper Tubing of each size and shall include the cost of all labor, materials, equipment and incidental expenses necessary to complete the work, including fine gravel or sand foundation material (where needed), in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation, water tap and restoration shall be paid for separately under their respective contract items.

E N D O F P A G E

Rev. 1/24/2018 STANDARD

ITEM NO. N/A	**CURB AND PROPERTY LINE VALVES -1" DIA.**
ITEM NO. N/A	**CURB AND PROPERTY LINE VALVES- 1-1/2" DIA.**
ITEM NO. 49	**CURB AND PROPERTY LINE VALVES- 2" DIA.**
ITEM NO. N/A	**CURB AND PROPERTY LINE VALVES- 3" DIA.**

WORK: Under this Item, the Contractor shall furnish and install **CURB AND PROPERTY LINE VALVES** as a set of the size(s) shown on the plans, in accordance with the plans, specifications, and directions of the Engineer. Each set shall consist of one curb valve and one adjacent property line valve.

INTENT: The Property Line Valve is intended for use as an on-site, shut-off valve to decrease use of the Curb Valve, and shall be located in an accessible area inside the Park's property line.

MATERIALS: Except as otherwise provided herein, all materials and methods of construction shall conform to the specifications and requirements for "Materials and Methods of Construction" in Section B.

Curb Valve: All curb valves shall meet requirements set forth in Rules of the City of New York, Title 15, Chapter 20 "Rules Governing and Restricting the Use and Supply of Water", which states:

"Curb valves must be full port ball valves or non-rising stem gate valves designed for a minimum of 150 psi of working pressure. Curb valves must be included on all water service connections that supply all systems. All curb valves must be set in the service connection in the sidewalk area, and must be located eighteen (18) inches from the curb line or other such locations as may be approved by the Department." [RCNY Title 15 §20-03(k)].

Curb Gate Valves, two (2") inches in diameter and under, shall be Nibco T113-LF, Milwaukee UP105, or approved equal, and shall have bronze body, bronze bonnet, inside screw, non-rising stem with operating nut, solid wedge disk, and threaded ends.

Curb Ball Valves, two (2") inches in diameter and under, shall be Mueller Co. No. B-20287N or approved equal and shall have bronze body, bronze bonnet, inside screw, quarter turn shut-off nut, full port ball, and threaded ends.

Curb Valves, three (3") inches, shall be a gate valve, Milwaukee F-2882-MRWSQ 3" or approved equal, and shall have ductile iron body, ductile iron bonnet, corrosion-resistant bonnet screw, non-rising stem, ductile iron resilient wedge, and flanged ends, with two-inch (2") valve operating nut.

All buried valves shall be provided with an operating nut.

Property Line Valve: Property Line Valves, two (2") inches and under, shall be a ball valve with double o-ring seals, fully enclosed one-quarter (1/4) turn check, full port, straight through flow way which is resistant to turbulation of the flow stream, and "T" head that aligns with the ports to provide a visual check of valve position, inside screw ends with I.P. threads, and shall be Mueller Co. No. B-20287N, or approved equal. Adaptors are required for connecting to copper tubing.

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Property Line Valves, three (3") inches, shall be a gate valve, Milwaukee F-2882-MRWSQ 3" or approved equal, with ductile iron body, ductile iron bonnet, corrosion-resistant bonnet screw, non-rising stem, ductile iron resilient wedge, and flanged ends, with two-inch (2") valve operating nut.

All buried valves shall be provided with an operating nut.

Operating Key: An approved operating key of proper size for each valve shall be furnished by the Contractor. However, the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the Contract. The operating key shall be the appropriate key for an approved equal valve.

INSTALLATION: Valves shall be installed in accordance with with contract plans, DEP requirements, and as directed by the Engineer. Installation shall be coordinated with the specified water piping and valve boxes to ensure a working water delivery system. Fittings and adaptors, if required, shall be installed and paid for under the bid price of this item.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Shop Drawings**:** The Contractor shall submit catalog cuts of the curb and property line valves for approval. Valve operating keys shall be turned over to the Agency.

MEASUREMENT AND PAYMENT: The quantity of **CURB AND PROPERTY LINE VALVES** to be paid for under this Item shall be the number of **SETS** consisting of both valves of each size, furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for each **SET** of **CURB AND PROPERTY LINE VALVES** (two valves) of each size, and shall include the cost of all labor, materials, equipment, fitting and/or adaptors, and other incidentals necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation, Valve boxes, water piping, including the pipe between the curb and property line gate valves shall be paid for separately under their respective contract items.

E N D O F P A G E

Rev. 10/22/2024 STANDARD

ITEM NO. N/A **DOUBLE CHECK VALVE - 1" DIA.**
ITEM NO. 50 **DOUBLE CHECK VALVE – 1 1/2" DIA.**
ITEM NO. N/A **DOUBLE CHECK VALVE - 2" DIA.**

WORK: Under these items, the Contractor shall furnish and install **DOUBLE CHECK VALVES** of the size shown on the plans, including all pipe, fittings, valves and other sundries necessary to complete plumbing work and connection to water service and water feed lines in accordance with the plans, specifications and directions of the Engineer, and complying with all rules, regulations and requirements of all regulatory agencies having jurisdiction.

MATERIALS: Unless otherwise provided for herein, all material and methods of construction shall conform to the requirements under Section "B" of the Specifications.

Double Check Valve: The double check valve shall consist of two (2) independently operated, center guided, lead free, spring loaded check valves. The double check valves shall be Model No. 950XLT2, manufactured by Wilkins, Paso Robles, CA, or Model No. LF850 manufactured by FEBCO, Fresno, CA, or approved equal.

SUBMITTALS: The Contractor shall submit shop drawings and catalog cuts of the double check valve and all connecting piping for approval, in accordance with the requirements of the General Conditions, Section C, Special Requirements, Article 11.

MEASUREMENT AND PAYMENT: The quantity of **DOUBLE CHECK VALVE** to be paid for under these items shall be the number of valves of **EACH** size furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** Double Check Valve installed of the specified size, and shall include the cost of all labor, materials and equipment, including all plumbing work and connection to water service in accordance with the plans, specifications and to the satisfaction of the Engineer.

Excavation and Valve Enclosure, if required, shall be paid for separately under their respective contract items.

END OF PAGE

Rev. 08/06/2015 STANDARD

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ITEM NO. 51 VALVE ENCLOSURE FOR DOUBLE CHECK VALVE

WORK: Under this item the Contractor shall provide all labor, materials and equipment necessary or required to furnish and install a **VALVE ENCLOSURE FOR DOUBLE CHECK VALVE** in accordance with the plans, specifications and directions of the Engineer.

MATERIALS: Unless otherwise provided for herein, all material and methods of construction shall conform to the requirements under Section "B" of the Specifications.

Precast Concrete Enclosure: The precast concrete enclosure for the double check valve shall be a solid concrete ring with open bottom, outer diameter of ring shall be four feet (4'-0") in diameter and the thickness of the wall shall be four (4") inches. Height of collar shall be as shown on the contract plans or as required to meet the required elevations. Precast concrete ring shall be similar to "4'-0" Diameter Solid Drain Ring" as manufactured by Coastal Pipeline, Calverton, NY, or approved equal.

Precast concrete shall meet the material requirements of Section B, except that compressive strength shall be 4,000 psi at 28 days. All precast concrete shall have a honed finish. The precast concrete shall be well cured, shall be dense and shall have good edges. The aggregate fine and coarse shall conform to ASTM C33. Aggregate shall be free of all deleterious substances which cause reactivity with oxidized hydrogen sulfides. Aggregate shall be graded to produce a homogeneous concrete mix.

Top Slab: Top slab shall meet the same material specification as the precast concrete enclosure and shall be "4'-0" Diameter Circular Slab" manufactured by Coastal Pipeline, Calverton, NY or approved equal. There shall be an opening on the top slab that fits the opening of the specified cover.

Bottom Slab (Optional): A bottom precast concrete slab shall be furnished and installed if shown on contract drawings or if the water table is higher than the valve elevation. Bottom slab shall meet the same material specification as the precast concrete enclosure and shall be "4'-0" Diameter Circular Slab" without access opening, manufactured by Coastal Pipeline, Calverton, NY or approved equal.

Reinforcement: Steel reinforcement shall conform to Section B, Article 13. Reinforcement shall be placed as shown on the drawings.

Cover: Enclosure cover shall be of gray iron per ASTM A48, latest revision, class 30 or better. Covers shall be solid, "Pattern No. 1012A" as manufactured by Campbell Foundry Co., Harrison, NJ or approved equal. All covers shall be suitable for highway traffic, meeting the requirements for H-20 loading, per AASHTO. The cover shall have the designation "WATER" cast thereon.

> Vandal Resistant Bolts: Each cover shall be furnished with two (2) Stainless Steel Penta-Head bolts as supplied by Campbell Foundry Co., Harrison, NJ, or approved equal. Typical plastic end caps are to be supplied with hardware and installed on Penta-Head bolts.

Brick: Brick, if required, shall be made from clay or shale, well burned, of a quality approved by the Engineer. The mortar shall be composed of one part Portland Cement and two parts sand.

Broken Stone: Broken stone foundation shall be clean broken traprock, or other approved stone, all of which shall pass a one (1") inch square opening screen and retained on a five-eighths (5/8") inch square opening screen.

INSTALLATION: The valve enclosure shall be set plumb, as shown on the plans, supported on a foundation of broken stone with a minimum thickness of six (6") inches. The broken stone foundation shall be evenly spread and tamped on prepared subgrade in the position shown on the plans or as directed by the Engineer.

Cover: The cover shall be installed on frames as shown on the contract plans. Frames shall be adjusted to the final grades by the use of cement mortar or brick masonry set in cement mortar as directed by the Engineer.

The Contractor shall clean cover surfaces that show evidence of loose mill scale, non-adherent rust, peeling paint and other deleterious matter in accordance with guideline recommended by The Society for Protective Coatings (SSPC) - SP2, or equivalent method for Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools. Unless otherwise directed by the Engineer, covers shall be painted with two coats of black alkyd urethane enamel paint, such as Industrial Water Based Alkyd Urethane Enamel manufactured by Sherwin Williams, Woodside, NY, Alkyd Urethane Enamel Gloss CV2000 manufactured by Benjamin Moore & Co., Montvale, NJ, or approved equal.

SUBMITTALS: All submittals shall be submitted prior to manufacture and in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Shop Drawing: The Contractor shall submit shop drawings showing all dimensions and materials for approval.

Foundry Certificates: Foundry Certificates shall be submitted certifying gray iron for covers and H-20 loading test shall be submitted. Submittal shall be on the pattern holder's letterhead.

MEASUREMENT AND PAYMENT: For furnishing and installing **VALVE ENCLOSURE FOR DOUBLE CHECK VALVE** complete in accordance with the plans, specifications and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Valve Enclosure for Double Check Valve and shall include the cost of all labor, materials and equipment, including the precast concrete enclosure, heavy duty cover, broken stone, vandal resistant bolts, bricks, if necessary, unclassified excavation, temporary sheeting, if required, and any incidentals in accordance with the plans, specifications and to the satisfaction of the Engineer.

The Double Check Valve, plumbing work for water service, Hand/Pneumatic Excavation, if required, shall be paid for separately under their respective contract items.

E N D O F P A G E

Rev. 06/15/2022 STANDARD

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ITEM NO. 52	**PLUG VALVE - 1" DIA.**
ITEM NO. 53	**PLUG VALVE - 1 1/4" DIA.**
ITEM NO. 54	**PLUG VALVE - 1 1/2" DIA.**
ITEM NO. N/A	**PLUG VALVE - 2" DIA.**

WORK: Under these Items, the Contractor shall furnish and install **PLUG VALVES**, of the sizes and type shown on the plans, in strict accordance with the plans, specifications, and directions of the Engineer.

PLUG VALVES: Valves two inches (2") and under shall be of the cylindrical Plug Type with a closed bottom and a top seal, fully enclosed one-quarter (1/4) turn check, straight through flow way which is resistant to turbulation of the flow stream, one piece cast bronze cylindrical plug and "T" head that aligns with the ports to provide a visual check of valve position, inside screw ends with I.P. threads, as is manufactured by Mueller Co. No. H-10283N, or approved equal. Adaptors are required for connecting to copper tubing.

OPERATING KEY: An approved operating key of proper size for each valve shall be furnished by the Contractor, except that the Contractor need not furnish more than two (2) keys for each type of valve, regardless of the quantity of valves called for in the contract. For plug valves two inches (2") and under, the operating key shall be Mueller Co. No. H-10322N, or approved equal.

SHOP DRAWINGS: The Contractor shall submit shop drawings when required, in accordance with the requirements of the General Conditions, Section C, Special Requirements, Article 11.

MEASUREMENT AND PAYMENT: The quantity of **PLUG VALVES** of various sizes to be paid for under these items shall be the number of valves of each size, furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** valve of the type and size specified, and shall include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own item.

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Rev. 1/24/2018 STANDARD

ITEM NO. 55 CAST IRON VALVE BOX, 5 1/4" DIA.

WORK: Under this Item, the Contractor shall furnish and install **CAST IRON VALVE BOX, 5 1/4" DIA.** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise specified herein, all materials shall conform to applicable portions of Section B, "Materials and Methods of Construction".

Box: Cast iron valve boxes shall be 5 ¼" in diameter, Bingham & Taylor Fig. No. 4908 (2-Piece Sliding Type Adjustable Valve Box) with Part CUL5l-L locking lid manufactured by Bingham & Taylor, Culpeper VA, or approved equal. The cover shall have the designation "WATER" cast thereon. The boxes shall extend within the limits called for on the plans.

Brick: The brick shall be made from clay or shale, well burned, of a quality approved by the Engineer. The mortar shall be composed of one part Portland Cement and two parts sand.

Broken Stone: The broken stone shall be clean broken traprock, or other approved stone, all of which shall pass a one-inch square opening screen and retained on a 5/8 inch square opening screen.

SETTING: The valve boxes shall be set plumb, as shown on the plans, on a footing of brick laid in cement mortar, supported on a foundation of broken stone. The entire area surrounding the valve box shall be fully compacted after setting. Immediately prior to the Substantial Completion, the Contractor shall clean cover surfaces that show evidence of loose mill scale, non-adherent rust, peeling paint and other deleterious matter in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools. Unless otherwise directed by the Engineer, covers shall be painted with two coats of black silicone alkyd paint, such as Steel Masters 9500 manufactured by Sherwin Williams, Woodside, NY or approved equal.

SUBMITTALS: All submittals shall conform to Section C, General Conditions, Special Provisions, Article 11.

Shop Drawings: The Contractor shall submit Shop Drawings when required, in accordance with the requirements of the General Conditions, Section C, Special Requirements, Article 11.

MEASUREMENT & PAYMENT: The quantity of **CAST IRON VALVE BOXES, 5 1/4" DIA.** to be paid for under this item shall be the number of boxes furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **EACH** Cast Iron Valve Box and shall include the cost of all labor, materials, equipment including brick, broken stone setting bed, painting and other incidentals necessary to complete the work, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own item.

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Rev. 11/12/2021 STANDARD

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ITEM NO. N/A **BOTTLE FILLER**
ITEM NO. N/A **BOTTLE FILLER W/ DOG BOWL**
ITEM NO. 56 **BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS**

WORK: Under these Items, the Contractor shall provide all labor, materials, and equipment necessary to furnish and install **BOTTLE FILLER** and/or **BOTTLE FILLER W/DOG BOWL** and/or **BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS** including concrete foundation, broken stone base, manhole cover and frame, all internal plumbing, access panels, all external plumbing work and connection to water service and drain within five feet (5') of the tubular body or concrete plumbing pit, all in accordance with the plans, specifications, and directions of the Engineer. Bottle filler design and installation shall comply with Americans with Disabilities Act (A.D.A.) provisions as described in ANSI A117.1 (most recent edition). Bottle filler unit shall be certified to lead-free compliance with NSF/ANSI 61.

MATERIALS: Except as otherwise provided for herein, the materials shall meet the requirements of Section B, "Materials and Methods of Construction".

Broken Stone Base: Broken stone shall consist solely of crushed ledge rock. Stone shall be no. 3 size and shall be of approved size and quality as specified in Section B, "Materials and Methods of Construction

Geotextile – Drainage: (for Bottle filler and Bottle Filler w /Dog Bowl) shall be FX-60HS (nonwoven) as manufactured by Carthage Mills, Cincinnati, OH, or 160N (nonwoven) by Mirafi, Inc., Charlotte, NC, or TerraTex N06 (nonwoven) by Hanes Geo Components, Edison, NJ, or approved equal.

Polyethylene Vapor Retarder: (for Bottle filler and Bottle Filler w /Dog Bowl) shall be a Reinforced Vapor Retarder 3-ply laminate, combining 2 layers of high-density polyethylene and 1 high strength non-woven cord grid similar to Griffolyn Type-65 as manufactured by Reef Industries, Inc., Houston, Texas or approved equal.

Concrete Pad, Concrete Pipe Support and Cleanout: (for Bottle filler and Bottle Filler w /Dog Bowl) Concrete shall be 3,200 psi Average Concrete as specified in Section B.

Cleanout Manhole Cover and Frame: (for Bottle filler and Bottle Filler w /Dog Bowl) shall be heavy duty cast iron per ASTM A48/A48M, latest revision Class 30 or better. Manhole cover shall be a locking cover with frame, such as Pattern No. 1000-0010 as manufactured by Campbell Foundry, Harrison, NJ or approved equal.

Sand: (for Bottle filler and Bottle Filler w /Dog Bowl) surrounding cleanout shall be cushion sand as described in Section B.

Drain Pipe: Pipe shall be cast iron or polyethylene corrugated pipe of the sizes shown on the Standard Details.

Cleanout Ferrule: (for Bottle Filler and Bottle Filler w /Dog Bowl) Shall be model # CO-380 cast iron cleanout with gasketed brass countersunk plug, no hub connection as manufactured by Watts Drainage products, Spindale, NC or approved equal.

Expansion Joint with Sealant: material shall be one of the following:

- A premolded bituminous fiber joint filler, as specified in Section "B" (requires a bond breaker and sealant) or,
- a premolded closed cell expanded polyethylene foam joint filler, such as MasterSeal 920 by BASF Inc., Shakopee, MN (requires only sealant) or,
- an approved equal of any of the above.

If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") width polyethylene tape or five-eighths inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by manufacturer. A bond breaker will not be required for a premolded foam joint or a shredded recycled rubber aggregate joint filler, but sealant is always required.

Prepared expansion joints shall be coated with a primer followed by installation of a bond breaker and a self-leveling two-component polyurethane-based elastomeric sealant. The Contractor shall apply Sikaflex 429 primer with Sikaflex - 2C SL sealant, manufactured by Sika Corp., Lyndhurst, N.J; or BASF MasterSeal P 173 with MasterSeal SL 2 sealant, by BASF, Inc., Shakopee, MN, or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant.

Precast Concrete Plumbing Pit: (for Bottle Filler w/ Hi-lo Drinking Fountain Basins) The concrete plumbing pit shall be precast, manufactured by Key Cast Stone Company, Inc., Amityville, NY, Pro Concrete Precast, Jamaica, NY, or approved equal.

Cement: Air entrained Portland cement shall comply with the requirements of the ASTM Designation C150/C150M-18. It shall be Type IIA, moderate sulfate resistant.

Cast stone shall have a compressive strength of not less than forty-five hundred (4,500) pounds per square inch when tested as two-inch (2" x 2" x 2") cubes at an age of not more than twenty-eight (28) days and shall have an absorption rate not to exceed seven (7%) percent of the dry weight after being dried to constant weight at one hundred and fifty (150° F) degrees Fahrenheit. No chipped, broken, or checked stone showing fine hair cracks or checks on the surface will be accepted.

Aggregate: Natural Sand and gravel shall conform to the requirements of ASTM C33/C33M-18.

Calcium Chloride: Do not use calcium chloride in precast concrete.

Reinforcing Bars: ASTM A 615/A615M, Grade 40 or Grade 60 as necessary. Bars are to be used to handle transportation and handling stresses.

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Welded Wire Fabric: Welded wire fabric shall meet ASTM A1064/1064M.

Supports for Reinforcement: Provide supports for reinforcement including bolster, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing.

Manhole Cover and Grate: Access into the concrete plumbing pit shall be via a two (2') foot diameter ductile cast iron frame and Parks Leaf manhole cover as shown on the Standard Details. Manhole Covers shall be of gray iron per ASTM A48/A48M, latest revision, Class 30 or better. Covers shall be as manufactured by Campbell Foundry Co., Harrison NJ or EJ USA, Inc., East Jordan, MI or approved equal. All covers shall be suitable for highway traffic, meeting the requirements for heavy duty H-20 loading, per AASHTO M306-10.

Hardware (Manhole Covers): Each cover shall be furnished with two (2) stainless steel Penta-Head bolts as supplied by Campbell Foundry Co., Harrison, NJ, EJ USA, Inc., East Jordan, MI or approved equal. Typical plastic end caps are to be supplied with hardware and installed on Penta-Head bolts.

BOTTLE FILLER: Bottle Filler shall be Model 10125-SMSS-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #M-OBFMX-NYC as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4400BF-NYC as manufactured by Elkay, Oak Brook, IL, or approved equal.

BOTTLE FILLER W/ DOGBOWL: Bottle Filler with Dog Bowl shall be Model 10125-SMSS-DB-LHB-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #M-OBFMX-PF-NYC-HB6 as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4400-DB-BF-LHB-NYC as manufactured by Elkay, Oak Brook, IL, or approved equal.

BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS: Bottle Filler w/ Hi-Lo Drinking Fountain Basins shall be Model 10145-SMSS-NYC as manufactured by Most Dependable Fountains, Inc. Arlington, TN, Model #GYQ5X-NYC as manufactured by Murdock Manufacturing, City of Industry, CA, Model #LK4430-BF-1U-NYC as manufactured by Elkay, Oak Brook, IL, or approved equal.

"Hi-Lo" drinking fountain is defined by ADA as a unit where one fountain basin is accessible to those who use wheelchairs and one fountain basin is at a standard height convenient for those who have difficulty bending.

Customization of bottle fillers for NYC use:

Manufacturer's identification-shall be displayed discreetly on the unit's access panel to facilitate ordering replacement parts.

All parts and installation shall meet applicable requirements of NYC Codes, including type "K" copper tubing throughout for water supply within unit.

Sensor operated bottle filler and freeze resistant valves are NOT required under this specification.

Tubular Body: The tubular body shall be either pipe or tubular steel or fabricated 304 stainless steel or better, 14 gauge or better.

Access Covers: Access covers shall be located for easy access to facilitate maintenance and replacement of parts and shall be fastened with vandal resistant stainless steel screws.

Surface Mount: Stainless steel in-ground anchoring plate shall be provided by the bottle filler manufacturer.

Polyester Powder Coating: A surface coat shall be applied to the metal pieces in such a manner that the coating will not peel off. The manufacturer shall perform all processes required to achieve a smooth material bond. The surface coat shall be an electrostatically sprayed, lead-free, superdurable TGIC (triglycidyl isocynanurate) polyester powder coating applied to a minimum of three (3) mils thickness which shall be oven cured. The TGIC polyester powder coating shall be UV resistant and comply with the following ASTM standards:

PHYSICAL PROPERTIES	TEST METHODS	ACCEPTANCE CRITERIA
Adhesion cross hatching	D3359	100% Pass
Hardness	D3363	H Pencil Hardness
Flexibility Conical Mandrel	D522	1/8" mandrel
Impact Resistance	D2794	40 in.-lbs. minimum
Salt Spray Resistance	B117	500 Hours

Material manufacturer's directions for storage and use shall be adhered to. Material surfaces shall be protected during shipment to arrive mar and scratch free in the field.

Color: Color of tubular body shall be Blue, Green, Black or Silver/Gray, as shown on the drawings and/or as selected by the Landscape Architect. Where Silver/Gray color is specified, satin finish stainless steel (without powder coating) may be substituted.

NYC Water Logo: Logo shall be supplied by bottle filler manufacturer and placed in recess as shown on attached sketch or as approved by the Landscape Architect. If required, graphics for logo layout will be supplied on a vector file by NYC Parks.

Hardware (Bottle Filler): All external hardware, fittings, and fastenings shall be tamper resistant 18-8 stainless steel, type 304 in accordance with ASTM F593 of sizes as indicated on the shop drawings and as required to complete the installation. Anchor bolts shall be minimum 3/8 inch, ten (10") inches long and may be either stainless steel or galvanized steel, quantity as required by the manufacturer.

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BOTTLE FILLER ASSEMBLY: Bubblers, stainless steel bowls, strainers, push-buttons, and all internal plumbing shall be preassembled by the bottle filler manufacturer and shall meet the requirements of the plumbing section of this specification and the contract drawings. The manufacturer shall have all factory installed plumbing components pre-tested installed before delivery to site. All factory connections to be made by a licensed plumber.

All parts and installation shall meet applicable requirements of N.Y.C. Codes.

PLUMBING: The Contractor shall furnish and install all pipe, fittings, valves, and other foundries to complete the plumbing for the connections and concrete pit. The drainpipe shall be extended five (5) feet beyond the foundation and connected to the sanitary drain line or dry well, as shown on the plans. The one and one-quarter (1 1/4") inch cold water line shall be extended five (5') feet beyond the foundation and connected to the water supply pipe, as shown on the plans.

Connection to water supply shall be made with a threaded, extra heavy fitting. The Contractor shall provide dielectric fitting at appropriate locations, as shown on plan.

Water Piping: Water Piping shall be one and one-quarter (1 1/4") inch rigid hard temper type "K" copper tubing as shown on the plans meeting the specification for ASTM B88. Fittings shall be approved wrought copper and bronze solder-joint pressure fitting (A.N.S.I. B16.22).

Pipes through precast concrete plumbing pit wall shall be protected with a sleeve caulked watertight with a silicone sealant. All appurtenances such as gate valve, drain cock, reducer coupling, and pressure regulator valve shall be installed as per plans, and as directed by the Engineer. Pressure regulator piping to be 3/8" soft temper copper tubing with cast brass compression fittings.

Pressure Regulators: Water pressure regulators shall be similar and equal to Watts LF-215 with a lead-free brass body, stainless steel seat, stainless steel strainer and wing nut setting screw as manufactured By Watts Water Technologies, Inc., Spindale, NC, or approved equal. Pressure to be from 50 PSI to 0 PSI.

Gate Valves: The gate valve shall be similar and equal to Stockham LFB-103 all bronze screwed gate valve as manufactured by Stockham, Cullman, AL, or approved equal.

Pipe Supports: Pipe clamps shall be made up of 1" x 3/8" strap iron galvanized and shall be constructed to rigidly hold the pipes firmly in place. Clamps shall be held in place with anchor bolts set in fountain shaft or base.

Bubbler Head: Bubblers shall be a lead free, rounded one piece design, vandal-resistant type. Bubblers may be either 18-8 stainless steel type 304 or chrome plated cast brass.

Push Button: Push button shall be composed of a lead-free valve body with a 1 ½" diameter minimum, feather touch vandal resistant push button. Push button for bottle filler and accessible

"lo" basin shall be activated by a maximum five (5) pounds of pressure, in compliance with ADA. Activation valves with brass valve bodies will NOT be accepted.

Stainless Steel Bowls: Bowls shall be 20 gauge or better stainless steel, type 304, or better, with a polished stainless steel finish. Polished stainless steel mirror finish will NOT be accepted. Stainless steel bowls shall be installed with tamper-proof stainless-steel screws.

Dog Bowl: Dog bowl construction and finish to match the bottle filler and stainless steel bowl as specified herein.

Lockable Hose Bibb: A lockable hose bibb shall be included in dog bowl/pet fountain models. Locking device shall be constructed to be vandal resistant. The Agency will supply the lock. A lead free, vandal resistant hose connection vacuum breaker shall be factory installed onto the lockable hose bibb. Vacuum breaker shall be permanently installed by breaking the head of the set screw. Locking adhesive may be applied in addition to breaking the head of the set screw.

Waste Strainer: Strainer shall be constructed of either satin chrome plated brass or stainless steel. Plastic waste drain/strainers are NOT acceptable.

INSTALLATION: Water supply and drainage lines shall be installed as shown on the standard details and contract drawings. Prior to placement of concrete pad or precast concrete plumbing pit, the subgrade and broken stone shall be level and compacted. Concrete pad shall be a smooth, flat, broom finished surface installed flush with adjacent pavement grade and in accordance with the plans and details. Adjacent pavement shall be pitched away from bottle filler.

Bottle Filler: The unit is to be handled at lifting locations designated by the manufacturer; no chipped, cracked, or otherwise defective Bottle Filler will be acceptable. The fixture shall be surface mounted and installed with in-ground anchoring plates in accordance with the manufacturer's written directions. Entire assemblies shall be installed in accurate locations, square and plumb in concrete foundation and in required locations to surrounding finished grade, as shown on the plans. Anchor bolts with plate shall be accurately set, plumb and true, in concrete foundation, quantity as recommended by the manufacturer.

Field Connection: All field connections to be made by a Licensed Plumber, as per Section C, Special Provisions, Article 19. The factory installed portion of the cold water supply and waste water lines shall be extended from the Bottle Filler/Drinking Fountain Base at lengths indicated on the drawings.

Field Connections required to complete the installation include gate valve, pressure regulating valve, waste, and supply connections within the plumbing pit, and any other miscellaneous work required to complete the work. All parts to be installed in such a manner as to facilitate removal for purposes of replacement. Drain cock shall be oriented on the pipe at an angle which will allow easier access, per the direction of the Engineer.

Winterization: The unit shall be winterized by shutting off water supply and opening bleeder valve (outside of fountain). Water and Drain lines shall be pitched away from the Drinking Fountain.

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Pockets in rigid piping that cannot be drained by gravity will be rejected. The plumber will be required to reinstall piping until gravity drain is achieved.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Shop Drawings: The Contractor shall submit a catalogue cut and a complete dimensional Shop Drawing of the bottle filler showing all components and details of construction, reinforcement, plumbing, etc., including color, hardware, in-ground anchoring plate, manhole frame and cover, bubblers, stainless steel bowls, strainer, push buttons, internal plumbing, access panels, gauges of metal and thickness of wall construction at least twelve (12) weeks prior to proposed installation. NYC Water logo decal shall be displayed on shop drawing.

Operation and Maintenance Manual: The Contractor shall furnish an Operation and Maintenance (O & M) Manual prepared in conjunction with the manufacturers of equipment in this specification. The O & M manual shall contain the following:

1) Description of system operation.
2) Troubleshooting and Repair Guide.
3) List of parts with their model numbers.

MEASUREMENT AND PAYMENT: For each **BOTTLE FILLER** furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Bottle Filler and shall include the cost of all labor, materials, equipment, and incidentals necessary or required to complete the work including excavation, broken stone base, sand, polyethylene vapor retarder, geotextile, concrete, anchor plates and bolts, cleanout pipe, ferrule, manhole frame and cover, vandal resistant hardware, expansion joint with sealant, logo decal, submittals, all components integral with the bottle filler, all plumbing work and connections to water and drain service within five (5') feet from the center of the tubular body, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

For each **BOTTLE FILLER W/DOG BOWL** furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Bottle Filler W/Dog Bowl and shall include the cost of all labor, materials, equipment, and incidentals necessary or required to complete the work including excavation, broken stone, sand, polyethylene vapor retarder, geotextile, concrete, anchor plate and bolts, cleanout pipe, ferrule, manhole frame and cover, vandal resistant hardware, expansion joint with sealant, logo decal, lockable hose bibb, submittals, all components integral with the bottle filler including dog bowl and lockable hose bib, all plumbing work and connections to water and drain service within five (5') feet from the center of the tubular body, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

For each **BOTTLE FILLER W/ HI-LO DRINKING FOUNTAIN BASINS** furnished and installed in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Bottle Filler W/ Hi-Lo Drinking Fountain Basins and shall include the cost of all labor, materials, equipment, and incidentals necessary or required to complete the work including excavation, broken stone, precast concrete plumbing pit, miscellaneous iron and steel, Parks Leaf manhole cover, vandal resistant hardware, anchor plate and bolts, logo decal, submittals, all components integral with the bottle filler, all plumbing work and connections to water and drain service within five (5') feet from the outside edges of the foundation, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

END OF PAGE

*Attachment: NYC Water logo sketch

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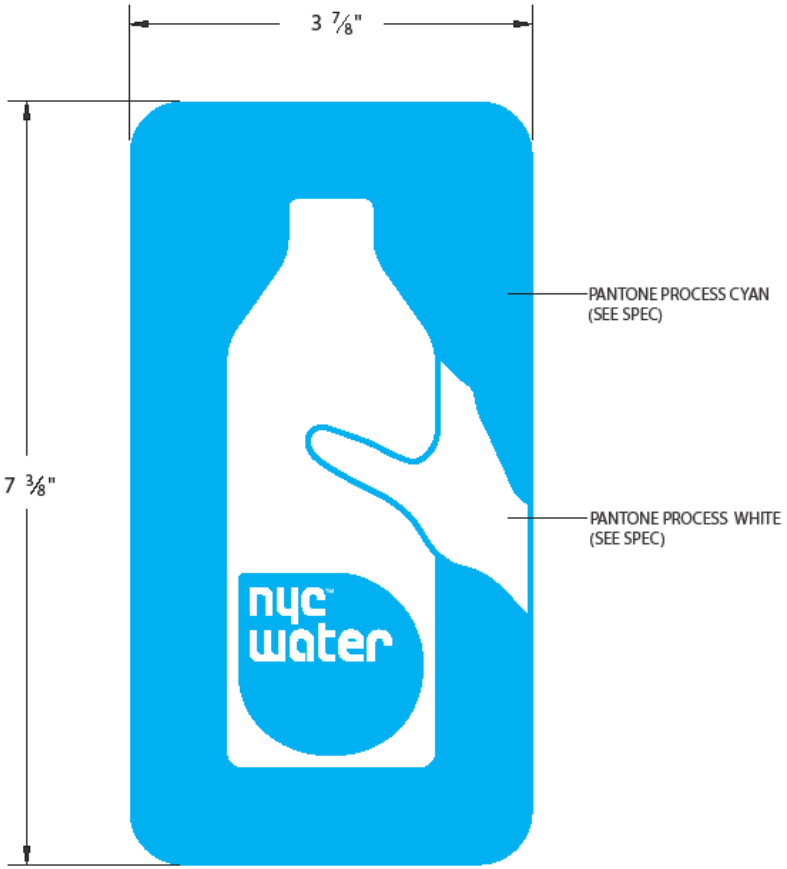
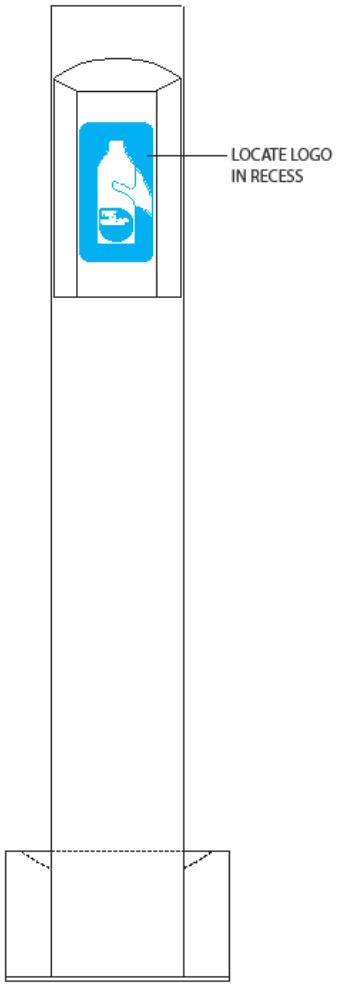
NYC WATER LOGO



AREA: 28.59 sq. in.



ITEM NO. 57 QUICK COUPLING VALVE AND VACUUM BREAKER WITH CHAMBER

WORK: Under this item, the Contractor shall furnish all labor, materials, and equipment necessary or required to install a **QUICK COUPLING VALVE AND VACUUM BREAKER WITH CHAMBER**, including all incidentals, all plumbing work, connection to water service, and irrigation accessories in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS AND METHODS OF CONSTRUCTION: Unless otherwise specified herein, all materials shall conform to applicable portions of Section B, "Materials and Methods of Construction".

CAST STONE CHAMBER: The vacuum breaker chamber shall be constructed of reinforced cast stone and set in place on a concrete base, or as shown on the plans. The cast stone shall be manufactured by an approved manufacturer, having facilities for furnishing the quality of cast stone required.

The three-eighth inch (3/8") dia. reinforcing bars shall protrude three inches (3") beyond the bottom of the chamber. When the chamber is set in place, same shall be grouted to one inch (1") holes, which shall be provided in the bench base. Grout to base shall be 1:2 cement mortar.

All cast stone shall be made of the color and finish to match the approved sample. Cast stone shall have a honed finish. The stone shall be well cured, shall be dense, and shall have good edges. The cast stone shall be made of gray air entraining Portland Cement and crushed stone aggregate mixed in the proportions required to obtain a mixture of maximum density and a finished product of a color to be approved by the Engineer. The cement and aggregate shall be thoroughly mixed in a proportion of one (1) part Portland Cement to not over six (6) or less than four (4) parts of aggregate.

The aggregate shall be made by crushing selected pieces of stone to ensure uniform color and texture and shall be screened into at least three (3) sizes, the largest of which shall not exceed that which will pass a ring one-quarter inch (1/4") in diameter, furthermore, there shall be at least fifty percent (50%) of such size of aggregate that will not pass a one-eight inch (1/8") ring. The various sizes shall used in the proportions necessary to give maximum density, all measured by weight.

Cast stone shall have a compressive strength of not less than three thousand (3,000) psi tested as cubes 2" x 2" x 2" of an age not more than twenty-eight (28) days and shall have an absorption not to exceed seven percent (7%) of the dry weight after being dried to constant weight at 150° Fahrenheit.

No chipped, broken or checked stone will be accepted. Checked stones are those showing fine hair cracks or checks on the surface.

Color Admixture: Cast Stone shall be integrally colored using pigment admixture, color shall be "Dark Gray" and as approved by the Landscape Architect. The color admixture shall be a single component, pigmented, water reducing concrete admixture such as Chromix Admixture for color conditioned concrete as manufactured by L.M. Scofield Co., Douglasville, GA or approved equal. Admixture shall be thoroughly and uniformly mixed into the concrete. Admixture shall comply with

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Uniform Building Code Standard No. 26-9, as evidenced by a Research Committee Recommendation from ICBO (International Conference of Building Officials).

PLUMBING:

SCOPE: The Contractor shall furnish and install all pipe, fittings, valves, and other sundries to complete the plumbing for quick coupler and vacuum breaker.

CONNECTION: The Contractor shall connect the water lines as shown on the plan for a complete and satisfactory operating unit, to the satisfaction of the Engineer.

WATER PIPING: Water Piping shall be rigid hard temper type "K" copper tubing as shown on the plans meeting the specification for ASTM B88. Fittings shall be approved wrought copper and bronze solder - joint pressure fittings (ANSI B 16.22), Di-Electric fittings as required.

JOINTS: Joints shall be made by soldering, using 95-5 tin antimony solder.

COUPLING VALVE AND KEY: Quick coupling valve shall be solid bronze, bayonet type, locking yellow TuffTop, with a one (1") inch inlet size, Buckner Model No. QB44LRC10, as manufactured by Storm Manufacturing Group, Inc., Torrance, CA, or approved equal. Corresponding coupling key shall be three quarter (3/4") inch inside diameter with a one (1") inch male thread, Buckner Model No. QB44K10, as manufactured by Storm Manufacturing Group, Inc., or approved equal. One (1) key is required for each valve installed.

VACUUM BREAKER: Shall be of bronze construction, "FEBCO" Model No. 765, or approved equal, one inch (1") pressure vacuum breaker with an engineered plastic bonnet.

IRRIGATION ACCESSORIES: Before any irrigation materials are accepted, they shall meet such tests as may be required to prove to the satisfaction of the Engineer that they are in proper working order and will do the work for which they are intended, in a satisfactory manner. The Contractor shall turnover the following items after testing to the satisfaction of the Engineer.

Hose Swivel Ell: Hose Swivel Ell shall be bronze with one (1") inch female thread for coupler and three quarter (3/4") inch male garden thread for hose. *Hose Swivel Ell must be manufactured by the same company as the Quick Coupling Valve & Key*, and shall be Buckner Model HS-100 or approved equal. One required per site.

Brass Garden Hose Adaptor: Shall be a one (1") inch FPT, with a three-quarter (¾") inch garden hose thread, Model # FM1076 as manufactured by George Taylor Brass and Bronze Works, Huntington, N.Y., or approved equal. One required per site.

Siamese "Y" Connectors**:** Siamese "Y" connectors shall be brass, with shut-off valves at each connection. Size shall be three quarter (3/4") inch by three quarter (3/4") inch. Two required per site.

Nozzle: Nozzle shall be a solid brass nozzle to fit a three-quarter (3/4") inch hose, Midsize #529 as

manufactured by Gilmour, Chicago, IL or approved equal. One required per site.

Brass Rose: Rose shall be Brass, four (4") inches in Diameter with protective rubber guard and metric to inch hose thread converter, Model #540B, as manufactured by Dramm Corporation, Manitowoc, Wisconsin, or approved equal. One required per site.

Extension Handle: Extension handle shall be extruded aluminum tubing, thirty (30") inches long, with forged brass hose couplings and comfort hand grip, Model #130-G, as manufactured by Dramm Corporation, Manitowoc, Wisconsin, or approved equal. One required per site.

Shut-Off Valve: Shut-off valve shall be brass with Teflon® seals and a hard chrome plated ball, Model #300, as manufactured by Dramm Corporation, Manitowoc, Wisconsin, or approved equal. One required per site.

Sprinkler Head With Base**:** Sprinkler head shall be brass and stainless steel impulse type mounted on a Rezimar wheeled base, six and one half inches (6 ½") wide by nine inches (9") high, one and one half (1 ½) pounds minimum weight for stability, with ergonomic grip and swivel coupling and a powder coated finish, to fit three-quarter (3/4") inch hose. Sprinkler head and base shall be "Pulsating Sprinkler" Model # 50260 as manufactured by Nelson, Peoria, IL or approved equal. Two required per site.

Hose: Hose shall be garden hose, three-quarter (3/4") inch diameter in four (4) fifty (50') foot lengths, with a burst pressure of 500 psi minimum, equipped with approved connectors. Hose shall be "Flexogen" as manufactured by Gilmour, Chicago, IL or approved equal. 200 feet of hose required per site.

Hose Reel: Hose Reel shall be constructed of one (1") inch diameter steel frame, with heavy-duty ten (10") inch wheels. Cart and reel shall have a baked enamel finish and be capable of holding two hundred (200') feet of 3/4" hose. Hose reel shall be as manufactured by A. M. Leonard or approved equal. One required per site.

Soaker Hose: Shall be porous pipe constructed primarily of recycled rubber tires. Hose shall weep along its entire length. Hose shall be five eighth (5/8") inch diameter in fifty (50') foot coupled lengths. All fittings shall be nickel plated brass. Hose shall be No. 17010 ColorStorm Premium 50 Foot Soaker Garden Hose as manufactured by Dramm, or approved equal. 100 linear feet of hose required per site.

Anchor Pins for Soaker Hose: Shall be five (5") inch x one (1") U-shaped 11-gauge steel pins. Each package shall contain ten (10) pins. Two packages required per site.

INSTALLATION: The cast stone chamber shall be installed on a concrete pad in accordance with the Standard Details.

Connections: All field connections to be made by a Master Plumber, as per Section C Special Provisions, Article 19. All other plumbing work required to complete the installation, including making water supply connections to the Quick Coupler shall be done in the field.

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All parts shall be installed in such a manner as to facilitate removal for purposes of replacement. Water lines shall be pitched away from the quick coupler. Pockets in rigid piping that cannot be drained by gravity will not be allowed.

SUBMITTALS: All submittals shall be submitted prior to manufacture and in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

SHOP DRAWINGS: The Contractor shall submit catalog cuts of the vacuum breaker and the quick coupling valve for approval.

SAMPLE: Before starting work, the Contractor shall submit, for approval of the Engineer, finished samples of the cast stone they propose to use to show the extreme range in color, finish, texture, and quality of the stone. Samples shall be marked with the name of the material, contract number, grade, finish, and producer's name. All cast stone used in the work shall be equal to the approved sample.

MEASUREMENT AND PAYMENT: For the construction and installation of a **QUICK COUPLING VALVE AND VACUUM BREAKER WITH CHAMBER**, complete with all plumbing work in accordance with the plans, specifications and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Quick Coupling and Vacuum Breaker With Chamber and shall include the cost of all labor, materials and equipment necessary to complete the work, including reinforcing steel, cement, cast stone, color admixture, miscellaneous iron and steel, irrigation accessories, and all plumbing work and connections to water service within five feet (5') from the face of the Chamber, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Plug Valve, Valve Box, Excavation and Average Concrete shall be paid for separately under their respective contract items.

END OF PAGE

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ITEM NO. 58 RESTORATION OF STREET PAVEMENT

WORK: Under this item, the Contractor shall restore all pavements and pavement base removed or disturbed in the street as required for the execution of work, in accordance with the plans, specifications and directions of the Engineer.

DESCRIPTION: The Contractor shall saw cut all pavement edges as required for the execution of the work. All saw cutting shall be executed with accurate, neat and straight lines. Sawcutting shall be done with approved power saws specifically designed and manufactured for such purposes. Workmen shall wear all necessary safety clothing and eye protection while operating saw cutting equipment. All pavements shall be marked and approved before cutting. Backfill shall be properly tamped to accurate subgrades prior to paving.

Pavement restorations, including the base, shall be the same as surrounding pavements in all respects. All restoration of street pavements shall be in accordance with the requirements and specifications of the Department of Transportation of the City of New York, and shall be performed to the satisfaction of the Department of Transportation's Engineer or its representative. The Contractor shall do all work necessary to connect the restored pavement to existing work.

All Asphalt Work shall conform to the New York City DPR Standard Specification for Asphalt Pavement Full Depth, except that the Top Course shall be NYS type 6. Concrete shall conform to the Average Concrete Specification.

TRAFFIC: The Contractor will be responsible for furnishing and erecting barricades at points of hazard, maintaining and directing traffic during street pavement restoration. All work shall be done in a timely manner.

SUBMITTALS: Contractor shall submit proposed Asphalt mix and sources of the aggregate to the Engineer for approval.

MEASUREMENT AND PAYMENT: For restoring all pavements and pavement base removed or disturbed in the street as required for the execution of the work, in accordance with the plans, specification and directions of the Engineer, the Contractor shall receive the **LUMP SUM** price bid.

The **LUMP SUM** price bid for restoration of street pavement and pavement base shall include the cost of furnishing all labor, materials and equipment, including compaction, fine grading, pavement base (concrete base if required), in accordance with the plans and specifications, to match existing conditions to the satisfaction of the Engineer and the City of New York, Dept. of Transportation except excavation and sawcutting, which will be paid for under their respective items.

Restoration of sidewalk and curb, if necessary will be paid for separately. "Maintenance and Protection of Traffic" shall be paid under a separate item.

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ITEM NO. 59 **POLYURETHANE JOINT SEALANT FOR EXISTING CONCRETE PAVEMENT**

WORK: Under this Item, the Contractor shall install **POLYURETHANE JOINT SEALANT FOR EXISTING CONCRETE PAVEMENT** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS:

Expansion Joint: The expansion joint material shall be one of the following:

A premolded bituminous fiber joint filler as specified in Section B (requires a bond breaker and sealant) or,

A premolded closed cell expanded polyethylene foam joint filler such as MasterSeal 920 by BASF Inc, Shakopee, MN, (requires only sealant) or,

An approved equal of any of the above.

Bond Breaker: If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") width polyethylene tape or five-eighths inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by manufacturer. A bond breaker will not be required for a premoulded foam joint, but sealant is always required.

Sealant: Prepared expansion joints shall be coated with a primer followed by installation of a bond breaker and a self-leveling two-component polyurethane-based elastomeric sealant. Contractor shall apply Sikaflex 429 primer with Sikaflex - 2C, SL sealant, or BASF MasterSeal P 173 with MasterSeal SL 2 sealant or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant.

Sikaflex products are manufactured by Sika Corp., Lyndhurst, NJ. MasterSeal products are manufactured by BASF, Inc., Shakopee, MN.

METHOD:

Expansion Joints: Remove all material from expansion joints and clean out joint by routing, grinding or mechanical abrading to a minimum depth of one inch (1"). Where joint material is missing or has disintegrated, the entire joint shall be cleaned out to it's full depth.

Thoroughly clean expansion joints of dirt, loose particles, asphalt, tar, paint, wax, waterproofing, and curing compounds. When dry, apply primer to the clean surfaces by brushing on a thin, uniform coat.

Allow primer to dry tack free. Fill joint with joint filler where necessary and compressible backer rod and leave a one-half inch (1/2") deep void for placement of sealant. Cover adjacent sides of joints with masking tape to prevent spillage onto pavement.

Sealant: Fully mix the two (2) component sealant and pour into joint slot in one direction and allow to flow and level out as necessary. Smaller joints can be filled from a bulk-loading gun. Fill joints from bottom to prevent air voids. Tool lightly to smooth out ripples and maximize adhesion to the sides of joints. If bubbles form, wait five (5) to ten (10) minutes before tooling to break the bubbles. Remove excess sealant promptly as the work progresses and clean adjacent surfaces. Remove masking tape.

MEASUREMENT AND PAYMENT: The quantity of **POLYURETHANE JOINT SEALANT FOR EXISTING CONCRETE PAVEMENT,** to be paid for under this Item shall be the number of **LINEAR FEET** reconstructed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be unit price per **LINEAR FOOT** and shall include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work, including expansion joint where necessary, bond breaker, and sealant, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

E N D O F P A G E

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ITEM NO. 60 CEMENT CONCRETE PAVEMENT
ITEM NO. N/A STEEL FABRIC REINFORCED CONCRETE PAVEMENT

WORK: Under these Items, the Contractor shall furnish and place **CEMENT CONCRETE PAVEMENT** and/or **STEEL FABRIC REINFORCED CONCRETE PAVEMENT**, in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials of construction shall comply with Section B, "Materials and Methods of Construction".

Pavement shall consist of a single course, thickness as shown on the plans or as directed by the Engineer, except driveways and quadrants, which shall be seven (7") inches thick to conform with N.Y.C. Department of Transportation Builders Pavement requirements. Detectable warning for pedestrian ramps shall comply with the Americans with Disabilities Act (ADA) and be installed as shown on the plans.

Cement: Air Entraining Gray Portland Cement shall comply with the ASTM Specifications for Portland Cement, Designation C150.

Fly Ash/GGBFS: A maximum of thirty (30 %) percent of Portland Cement content may be substituted with Fly Ash or Ground Granulated Blast Furnace Slag. Fly Ash shall conform to the requirements for Class F as defined by ASTM C618 – "Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete". Ground Granulated Furnace Blast Slag (GGBFS) shall conform to the requirements for Grade 100 or 120 slag as defined by ASTM C989 – "Standard Specification for Slag Cement for Use in Concrete and Mortars". Portland Cement substitutions that demonstrate the same or similar properties as Fly Ash/GGBFS shall be accepted pending DPR review and approval.

Concrete Pavement: The pavement shall be consist of a single course, thickness and reinforcement as shown. Concrete shall conform to N.Y.C. Dept. of Transportation Class B-32, Type II A, air entrained, moderate sulphate resistant. The batch shall contain a minimum of six (6) bags of cement/ pozzolan per cubic yard of concrete, maximum of six and one-quarter (6 1/4) gallons of water per bag, a maximum of three (3") inch slump, and compressive strength of 3,200 psi. Large aggregate shall be limited to one (1") inch. The Contractor shall, at the direction of the Engineer, or when quantities exceed 180 square yards, furnish a certified report by an approved Materials Testing Laboratory showing the sieve analysis for the aggregate in the concrete.

Steel Bar Reinforcement: Steel bar reinforcement between expansion joints shall meet the requirements of the applicable paragraphs of Section "B", the N.Y.C. Building Code and the latest ASTM specification for "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", Designation A-615 and in accordance with the item "Steel Bar Reinforcement" Reinforcement shall be of the sizes and dimensions shown on the plans.

Steel Fabric Reinforcement: Steel fabric shall meet the requirements for cold drawn steel wire for concrete reinforcement described in the latest revision of ASTM Designation A-1064. All welded steel fabric shall comply with ASTM A-1064, latest revision. Steel fabric shall consist of

longitudinal members with transverse members at right angles thereto, six inch (6") by six inch (6") 8/8 welded wire mesh. All steel fabric shall be delivered in flat sheets or rolls of such width as to fit the designated pavement slab area, not more than three inches (3") from the edges of slabs. When sheets or rolls overlap, they shall overlap at least six inches (6").

Foundation Material: Material for Foundation shall be a straight run of single size aggregate and shall consist of either all one and one-half (1 1/2") inch stone or all three-quarter (3/4") inch stone in accordance with ASTM C33, free from organic or other deleterious material. In addition, Foundation Material may contain no more than five (5%) percent of fines, defined as aggregates passing a No.4 sieve or smaller.

The Magnesium Sulfate Soundness loss after ten (10) cycles shall be eighteen (18%) percent or less, as per ASTM C88. Coarse aggregate may be one of the following:

A. Broken Stone or gravel of approved quality and conforming to the requirements of Section B, "Materials of Construction".

B. Recycled Material consisting of at least ninety five (95%) percent by weight of the following:

1. Recycled Portland Cement Concrete Aggregate or
2. Recycled Portland Cement Concrete Aggregate mixed with Stone Gravel.

Expansion Joint: The expansion joint material shall be one of the following:

A premolded bituminous fiber joint filler, as specified in Section "B" (requires a bond breaker and sealant) or,

A premolded closed cell expanded polyethylene foam joint filler, such as MasterSeal 920 by BASF Inc., Shakopee, MN (requires only sealant) or,

an approved equal of any of the above.

Bond Breaker: If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") width polyethylene tape or five-eighths inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by manufacturer. A bond breaker will not be required for a premoulded foam joint or a shredded recycled rubber aggregate joint filler, but sealant is always required.

Sealant: Prepared expansion joints shall be coated with a primer followed by installation of a bond breaker and a self-leveling two-component polyurethane-based elastomeric sealant. The Contractor shall apply Sikaflex 429 primer with Sikaflex - 2C SL sealant, manufactured by Sika Corp., Lyndhurst, N.J; or BASF MasterSeal P 173 with MasterSeal SL 2 sealant, by BASF, Inc., Shakopee, MN, or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant.

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INSTALLATION:

Preparation of Fine Grade: Before any pavement is placed upon the fine grade, the fine grade shall be prepared to line and grade and compacted. All hollows and depressions, which develop under rolling, shall be filled with acceptable material and shall again be rolled. This process of shaping, filling, and rolling shall be repeated until no depressions develop.

The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade shall not be muddy or otherwise unsatisfactory when the pavement is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

The subgrade shall be compacted with equipment that will yield the following density:

Cohesive Subgrade -	Minimum of 95% of AASHO T 180 Method D density
Cohesionless Subgrade -	Minimum 100% of AASHO T 180 Method D density

Spreading: Material for foundation base shall be evenly spread on a prepared sub-grade in the position shown on the plans or directed by the Engineer, in four inch (4") layers, each layer to be rolled while wet with a seven (7) to (12) ton tandem roller (or other approved method satisfactory to the Engineer) to the thickness shown on the plans or as directed by the Engineer.

Forms: Forms shall be made of substantial material (preferably steel), with suitable metal dividing plates and of sufficient strength to satisfactorily resist distortion when fastened together and secured in place. Forms and dividing plates shall be of a depth not less than that of the thickness of the concrete slab, be properly located with tops set to the designated sidewalk surface, and be left in place until the concrete is set.

Construction: Foundation course shall be wetted immediately before concrete is placed. The concrete shall be placed within the forms and thoroughly tamped until the surface is at the finished grade. The top surfaces shall be finished to true smooth planes by trowelling, and finally, by wood floats. Each rectangular slab shall have all edges neatly rounded with proper tools and be bounded on all sides by a trowelled border about one inch (1") in width.

Slabs: Pavement shall be constructed in independent rectangular slabs, four (4') or five feet (5') long, or in approximately twenty foot (20') slabs between expansion joints, as shown on the plans or as directed by the Engineer. Sidewalks shall conform to NYCDOT Builders Pavement requirements; refer to Builders Pavement Plan if included in drawings. The expansion joints shall be constructed after every four hundred (400) square feet of concrete paving.

When pavement is constructed in independent slabs, they shall be separated by joints approximately one-quarter inch (1/4") wide. When twenty foot (20') slabs are placed, tooled dummy joints shall be provided as directed. Adjacent to structures, (manholes, hydrants, etc.)

expansion joints and sealant shall be installed as directed.

Steel Fabric Reinforcement: All outside wire shall not be more than three inches (3") from edges of slabs; when the sheets or rolls are not full length or width they shall overlap at least six inches (6").

Expansion Joint: For pavements located within DPR property, expansion joints shall conform to this specification. For sidewalks, the expansion joints shall conform to NYCDOT Builders Pavement requirements.

After the concrete is placed, finished and set, and the bond breaker, if necessary, installed, the space, as shown in the drawings, shall be filled with a joint sealant. Thoroughly clean expansion joints of dirt, loose particles, asphalt, tar, paint, wax, waterproofing, and curing compounds. When dry, apply primer to the clean dry surfaces by brushing on a thin, uniform coat. Allow primer to dry, tack free. Fill joint with joint filler where necessary and compressible backer rod and leave a one-half inch (1/2") deep void for placement of sealant. Cover adjacent sides of joints with masking tape to prevent spillage onto pavement.

Sealant: Fully mix the two component sealant and pour into joint slot in one direction and allow to flow and level out as necessary. Smaller joints can be filled from a bulk-loading gun. Fill joints from bottom to prevent air voids. Tool lightly to smooth out ripples and maximize adhesion to the sides of joints. If bubbles form, wait 5-10 minutes before tooling to break the bubbles. Remove excess sealant promptly as the work progresses and clean adjacent surfaces. Remove masking tape.

Install sealant in accordance with manufacturer's instructions including allowable minimum temperature of 40 degrees Fahrenheit.

PROTECTION AND CURING: Concrete shall be carefully protected from the drying effects of the sun and wind, traffic, or other causes by means of suitable guards and coverings, and shall be kept moist for a period of three days. Curing shall be performed in accordance with Section B, Article 27, subheading p. 'Curing Concrete.' Concrete shall be kept moist for the required period or cured by application of a water based curing compound similar to Clear Resin Cure (J11W) as manufactured by Dayton Superior Corp., Miamisburg, OH or approved equal. When concrete is to be painted, the curing compound shall be removed first with a stripper such as Citrus Cleaner as manufactured by Dayton Superior Corp., or approved equal. Apply all products according to manufacturer's written instructions. Curing shall begin immediately after finishing.

SUBMITTALS: All submittals shall be in accordance with the requirements of Section C, Special Provisions, Article 11.

Design Mix report: The Contractor shall submit a design mix report prior to the production and delivery of concrete for review and approval. Design Mix Report dated more than one (1) year of the submittal date will be rejected. The Contractor shall submit the design mix report including but not limited to the following information: date of design mix report, name and address of concrete mixing company, name and address of laboratory, name of project, water/cement (w/c) ratio, type and sieve analysis of aggregates, type of cement, type and amount of fly ash or slag

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used, percentage of Portland cement replacement by fly ash or slag, types of admixture used, amount of water used, air content and slump of design mix, three (3) day curing strength, seven (7) day curing strength, and twenty-eight (28) day curing strength.

Curing: The Contractor shall submit the method of curing they intend to use.

Foundation Material: A five (5) pound bag of foundation material shall be submitted for approval with a sieve analysis and the name of the supplier.

Laboratory Testing: If directed by the Engineer in writing, the Contractor shall furnish a certified report by an approved Materials Testing Laboratory showing the materials composition, plasticity index, and soundness of the representative samples of recycled material they propose to use.

The Contractor shall bear responsibility for all costs associated with laboratory testing. The Engineer reserves the right to reject, on or after delivery, any material, which does not, in their opinion, meet these specifications.

MEASUREMENT AND PAYMENT: The quantity of **CEMENT CONCRETE PAVEMENT** and/or **STEEL FABRIC REINFORCED CONCRETE PAVEMENT** to be paid for under these Items shall be the number of **SQUARE YARDS** of pavement constructed, as shown on the plans or as directed by the Engineer.

The price bid shall be a unit price per **SQUARE YARD** of **CEMENT CONCRETE PAVEMENT** and/or per **SQUARE YARD** of **STEEL FABRIC REINFORCED CONCRETE PAVEMENT** shall include the cost of all labor, materials, and equipment to furnish and place pavements, including fine grading, foundation material, steel fabric reinforcement, steel rebar at expansion joint, tar paper sleeves, laboratory testing (if necessary), expansion joint material, sealant, and incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Where pedestrian ramps are shown with Detectable Warnings, no deduction shall be made in the concrete pavement quantity. No additional payment shall be made for seven (7") inch thickness for driveways and quadrants, where required by NYCDOT.

Detectable warning and Excavation shall be paid for separately under their respective contract items.

E N D O F P A G E

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ITEM NO. 61 FOUNDATION MATERIAL FOR CONCRETE (TRUCK MEASURE)

WORK: Under this Item, the Contractor shall furnish and place **FOUNDATION MATERIAL FOR CONCRETE (TRUCK MEASURE)** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

Material for Foundation shall be a straight run of single size aggregate and shall consist of either all one and one-half (1 1/2") inch stone or all three-quarter (3/4") inch stone in accordance with ASTM C33, free from organic or other deleterious material. In addition, Foundation Material may contain no more than five (5%) percent of fines, defined as aggregates passing a No.4 sieve or smaller.

The Magnesium Sulfate Soundness loss after ten (10) cycles shall be eighteen (18%) percent or less, as per ASTM C88. Coarse aggregate may be one of the following:

A. Broken Stone or gravel of approved quality and conforming to the requirements of Section B, "Materials of Construction".

B. Recycled Material consisting of at least ninety five (95%) percent by weight of the following:

1. Recycled Portland Cement Concrete Aggregate or
2. Recycled Portland Cement Concrete Aggregate mixed with Stone Gravel.

LABORATORY TESTING: The Contractor shall at the direction and discretion of the Engineer furnish a certified report by an approved Materials Testing Laboratory showing the materials composition, sieve analysis, plasticity index, and soundness of the representative samples of recycled material they propose to use.

The Engineer will deliver the samples to an independent testing laboratory. The Contractor shall bear the responsibility for all costs associated with laboratory testing. No recycled material shall be delivered to the site until positive test results have been obtained. The Engineer reserves the right to reject on or after delivery any material which does not, in their opinion, meet these specifications.

INSTALLATION:

Preparation of Fine Grades for New Construction: Before any concrete is placed upon fine grade, the fine grade shall be prepared to line and grade and compacted where practicable with an approved self propelled roller weighing not less than ten (10) tons. All hollows and depressions developed under rolling shall be filled with acceptable material and rerolled. This process of shaping, filling, and rolling shall be repeated until no depressions develop.

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The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade shall not be muddy or otherwise unsatisfactory when the pavement is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

Preparation of Existing Foundation: Existing foundation material shall be supplemented as required to achieve the required thickness shown on the plans or provide for positive drainage of completed pavement.

Spreading: Foundation material shall be evenly spread on prepared subgrade or existing foundation in the position shown on the plans or as directed by the Engineer. Foundation material shall be laid in four (4") inch layers (maximum) and rolled while wet with a seven (7) to twelve (12) ton tandem roller (or other approved method satisfactory to the Engineer) to the thickness shown on the plans or as directed by the Engineer.

MEASUREMENT AND PAYMENT: The quantity of **FOUNDATION MATERIAL FOR CONCRETE (TRUCK MEASURE)** to be paid for under this Item shall be the number of **CUBIC YARDS,** measured in trucks as delivered, furnished and placed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of Foundation Material For Concrete (Truck Measure) furnished and placed and shall include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work, including laboratory testing (if necessary) and preparation of fine grades, all in accordance with the plans and specifications, to the satisfaction of the Engineer

Excavation shall be paid for under its respective Item.

END OF PAGE

Rev. 08/13/2007 STANDARD

ITEM NO. 62 **CONCRETE PAVERS ON ASPHALT BASE**
ITEM NO. N/A **CONCRETE PAVERS ON SAND BASE**

WORK: Under these Items, the Contractor shall furnish and install **CONCRETE PAVERS ON ASPHALT BASE** and **CONCRETE PAVERS ON SAND BASE** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS:

Pavers: The pavers shall be manufactured from high quality, steam cured, pre-cast concrete having a minimum compressive strength of 7,500 p.s.i and maximum water absorption of 5 percent. All pavers shall be as indicated on the plans or approved equal. All pavers used shall be of the same thickness and manufacturer.

SAND METHOD:

Sand Base: Base sand shall consist of clean, hard durable, uncoated stone particles, free from lumps of clay and all deleterious substances and shall be graded when dry to meet the following:

Screen Size	% Passing
¼"	100
No. 50	35

Cushion sand may be rejected if it contains more than ten percent (10%) by weight of loam and silt.

Geotextile: Geotextile shall be synthetic, non-woven and rotproof having no tears or defects which adversely alter its physical properties. Geotextile used shall conform to the following properties:

	ASTM Test	
Elongation	D4632	>=50%
Grab Strength (min)	D4632	400 N
Tear Strength (min)	D4533	250N
Puncture Strength (min)	D4833	250N
Permittivity (min)	D4491	.21/sec
Apparent Opening Size (max)	D4751	.25 mm

Geotextile shall be similar to FX-50HS by Carthage Mills, Cincinnati, OH; 160N, as manufactured by Mirafi, Charlotte, NC; AEF 880, as manufactured by Boom Environmental Products, New Bedford, MA, or approved equal.

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ASPHALT METHOD:

Base Course: The material for the base course shall meet the requirements of the latest edition of the N.Y.S Department of Transportation Standard Specifications Section 400 "Bituminous Pavement"

1. Asphalt Cement shall be 100 percent soluble in Trichloroethlylene.
2. The mixing and placing temperature shall be 250° to 325°F
3. The Viscosity of the asphalt shall be AC 20
4. The mix shall have a minimum Marshall Stability of 500 lbs., flow of 8 to 16, and percent of air voids 3 to 5

COMPOSITION OF ASPHALT TYPE 3

SCREEN SIZE	GENERAL LIMITS % PASSING	JOB MIX TOTAL %
1 1/2"	100	---
1"	95-100	---
1/2"	70-90	+/-6
1/4"	48-74	+/-7
1/8"	32-62	+/-7
No. 20	15-39	+/-7
No. 40	8-27	+/-7
No. 80	4-26	+/-4
No. 200	2-8	+/-2
Asphalt Content, %	4.5-6.5	+/-0.4

Bituminous Setting Bed: Asphalt cement to be used in the bituminous setting bed shall conform to PGA 64-22, ASTM D6373 for Performance Graded Asphalt.

The fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and free from adherent coatings, lumps of clay, alkali salts and organic matter. It shall be uniformly graded from "course" to "fine" and all passing the No. 4 sieve and meet the gradation requirements when tested in accordance with the standard method of test for sieve or screen analysis of fine and course aggregates ASTM C136.

The dried fine aggregate shall be combined with hot asphalt cement, and the mix shall be heated to approximately 300^0 F. at an asphalt plant. The approximate proportion of materials shall be seven (7%) percent cement asphalt and ninety-three (93%) percent fine aggregate. Each ton shall be apportioned by weight in the approximate ratio of 145-lbs. asphalt to 1,855-lbs. sand. The Contractor shall determine the exact proportions to produce the best possible mixture for construction of the bituminous setting bed to meet construction requirements.

Tack Coat: Tack coat shall be # 237 2% Neo-Asphalt, Brush Grade as manufactured by Hanover Architectural Products, Hanover, PA, or approved equal. Tack coat shall be an asbestos free, cold

applied, rubberized asphalt cement, and shall consist of two percent (2%) neoprene rubberized asphalt with 150^0 softening point and 6.5 percent (6.5%) inorganic material.

Inspection: Equipment, materials and preparation of the mixtures will be subject to inspection and approval at the refineries and plant as may be directed. In conjunction therewith, the Contractor shall employ the services of an approved inspection service for the purpose of providing plant certification of the asphalt pavement mixture conformance to these specifications. The inspection services shall be under the jurisdiction of and shall report directly to the Engineer for approval

Tests: Unless otherwise specifically provided, tests of materials shall be made in accordance with the latest specifications of the ASTM.

Transportation: Shipments of material shall be made in tight vehicles previously cleaned of all foreign material, and delivered to the work, so that it will not become contaminated in any way.

INSTALLATION:

Placement: The pattern for placement of pavers shall be that indicated on plans or implied by shape of paver. All edges, borders and corners of paved areas shall be finished to true and neat lines. Pavers shall be clean of all adhering material when placed. Pavers which, in the opinion of the Engineer, are not satisfactorily clean shall be well washed before being placed.

Testing: After a sufficient area of pavement has been laid, as determined by the Engineer, the surface shall be tested with a ten foot straight edge laid parallel with the center line and any depression exceeding one-quarter (1/4) inch shall be corrected and brought to the proper grade. All stones disturbed in making replacements or correcting depressions shall be settled into place by carefully ramming or tamping to grade by the use of a hand tamper applied upon a two (2") inch board.

SAND METHOD:

Preparation: The Contractor shall trim and roll the subgrade to smooth, uniform lines to the satisfaction of the Engineer, prior to placing the pavement. The Contractor shall place geotextile over the prepared subgrade, overlapping edges a minimum of six inches (6") to ensure complete coverage prior to placing the sand base.

Sand Base: The pavers shall be laid on a sand base with a maximum thickness of one inch (1"). The sand cushion shall be compacted by rolling with a roller weight of one hundred fifty pounds (150 lbs.) per foot of width, or by tamping as directed by the Engineer.

Placement of Pavers: The pavers shall be carefully laid on the sand base and shall be solidly rammed in position. Pavers shall be hand-tight. All edges, borders and corners of paved areas shall be finished to true and neat lines. Cutting of pavers to meet pattern requirements and location limitations will be permitted subject to approval of the Engineer.

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Finish: After pavers are installed, sand shall be swept into resulting joints. Pavers shall be vibrated with a plate-type compactor forcing sand to settle. Process shall be repeated until joints are full to satisfaction of the Engineer. Excess sand shall be removed.

ASPHALT METHOD:

Subgrade Preparation: The subgrade shall be compacted with equipment that will yield the following density:

Cohesive Subgrade -	Minimum of 95% of AASHO T 180 Method D density
Cohesionless Subgrade -	Minimum of 100% of AASHO T 180 Method D density

The Contractor shall remove from the subgrade all debris, foreign and other undesirable material which interferes with satisfactory construction. The fine grade shall not be muddy or otherwise unsatisfactory when the base course material is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

Spreading of Base Course: The asphalt cement base course shall be laid by means of a mechanical spreader of approved design to a depth, which after compaction, shall be equal to the specified depth. In areas where the use of a mechanical spreader is impractical, as determined by the Engineer, other approved means of spreading and compacting may be permitted. The use of hand rakes will not be permitted. The Contractor shall use lutes where necessary.

Rolling of Base Course: The asphalt concrete base course when properly spread shall be rolled with one or more approved power driven rollers weighing not less than 10 tons. Rolling shall proceed continuously not in excess of the following rates:

Method of Placement	Square Yd/Hr/Roller
Hand	800
Machine	1200

After final compaction, the base course shall have a density of not less than 95% of the theoretical maximum density as calculated in accordance with Appendix B of the Asphalt Institute Manual, MS-2.

After compaction, the base course shall be checked for depressions and high spots. The Contractor shall check the entire surface using a ten foot (10') wood or metal straight edge. Any depressions or high spots greater than three-sixteenths of an inch (3/16") shall be satisfactorily corrected or the course relaid at no additional cost to the City.

Installation of Bituminous Setting Bed: To install the setting bed over the surface of the base, place three-quarter inch (3/4") deep control bars directly over the base course. If grades must be adjusted, set wood chocks under depth control bars to proper grade. Set two bars parallel to each other approximately 11 feet long (2" x 6" board). The depth of control bars must be set carefully to bring the paver, when laid, to the proper grade.

Place some bituminous material between the parallel depth control bars. Pull this bed with the striking board over these bars several times. After each passage, low porous spots must be showered with fresh bituminous materials to produce smooth, firm and even setting bed. As soon as the initial panel is completed, advance the first bar to the next position in readiness for striking the next panel. Carefully fill any depressions that remain after removing the depth control bars and wood chocks. Bed shall be spread in a continuous workmanlike manner. Installation of base in spotted, different and isolated areas will not be accepted. Bed depth greater than one and one-eighth inch (1-1/8") will not be acceptable.

After setting bed has cooled, it shall be rolled by hand with a one hundred pound (100 lb.) roller to eliminate sponginess and to prepare the surface for the installation of the tack coat. Setting bed shall be protected against all pedestrian traffic and construction equipment to insure a level surface for setting pavers.

Tack Coat: The neoprene-modified asphalt adhesive tack coat shall be applied by mopping, squeegeeing, or troweling over the top of the bituminous setting bed so as to provide a bond between the bituminous setting bed and the paver.

Setting Pavers: When modified, asphalt adhesive is dry to touch, carefully place the pavers by hand, in straight course, with hand tight joints and uniform top surfaces, keeping full alignment according to the patterns shown on the plans or implied by the shape of the paver. In no case shall the bituminous setting bed in front of the pavement be disturbed or walked on during the laying of the blocks.

Joint Filler: Upon the completion of the work of laying the blocks in each section to the satisfaction of the Engineer, the surface of the blocks shall be swept clean, and the joints filled with a mixture of one (1) part Portland Cement and ten (10) parts sand thoroughly dry mixed in an approved batch mixer for not less than one and one-half (1-1/2) minutes.

All joints shall be filled the same day as the blocks are laid. Filler shall not be applied if the blocks are wet or if the air conditions are such that the filler does not readily enter the joints. Filler shall be well worked into the joints by means of squeegees or other approved devices operating slowly backward and forward. Squeegeeing shall continue until the joints are full. Immediately after the joints are filled, the pavement shall be swept clean.

DEFECTS: Where defects in composition, compression or finished appear in the complete work, such finished areas shall be removed to the full depth of the course and the defective material replaced with the required thickness of pavement at the expense of the Contractor for such removing and replacing.

COLD WEATHER: Asphalt base course shall be mixed and placed in accordance with minimum placement temperature as specified in the following table. Unless notified by the Engineer in writing, no material shall be mixed or placed when the temperature is at, or lower than 50° F.

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MINIMUM PLACEMENT TEMPERATURES

	MAT THICKNESS IN INCHES					
SURFACE TEMP. (F)	1/2"	3/4"	1"	1 1/2"	2"	3"
			TEMPERATURE OF THE MIX			
+32-40	--	--	--	305	295	280
+40-50	--	--	310	300	285	275
+50-60	--	310	300	295	280	270
+60-70	310	300	290	285	275	265
+70-80	300	290	285	280	270	265
+80-90	290	280	275	270	265	260
+90	280	275	270	265	260	255
ROLLING TIME MINUTES	4	6	8	12	15	15

PRECIPITATION PROBABILITY: Placement of bituminous paving materials shall not be scheduled when the Precipitation Probability, obtained by the Contractor from the U.S. Weather Bureau within three (3) hours prior to the start of such operations, equals or exceeds fifty percent (50%). The Contractor shall notify the Engineer of the exact time at which the above information was obtained.

SAMPLES: The Contractor shall furnish two (2) samples of pavers before starting work for approval of the Engineer. Pavers used on site shall conform to the approved samples, in the opinion of the Engineer.

MEASUREMENT AND PAYMENT: The quantity of **CONCRETE PAVERS ON ASPHALT BASE** or **CONCRETE PAVERS ON SAND BASE** to be paid for under these Items shall be the number of **SQUARE YARDS** of each type of pavement constructed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **SQUARE YARD** of Concrete Pavers on Asphalt Base or Concrete Pavers on Sand Base in the work complete, and shall include furnishing of all labor, materials, equipment and expenses necessary to complete the work, including prepare the subgrade, geotextile, sand cushion or asphalt base and bituminous setting bed, neoprene adhesive, concrete paving units, and joint filler, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own contract item.

END OF PAGE

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ITEM NO. 63 AVERAGE CONCRETE

WORK: Under this item, the Contractor shall furnish and install **AVERAGE CONCRETE** not especially included under other items where indicated on the plans or ordered by the Engineer, in accordance with the plans, specifications and directions of the Engineer.

MATERIALS: Unless otherwise specified herein, all materials and methods of construction shall conform to applicable portions of Section B, "Materials and Methods of Construction."

Concrete: Concrete shall be placed as shown. Concrete shall conform to N.Y.C. Dept. Of Transportation class B-32, Type II A, air entrained, moderate sulphate resistant. The batch shall contain a minimum of six (6) bags of cement per cubic yard of concrete, maximum of 6¼ gallons of water per bag, a maximum of three (3") inch slump, and a minimum compressive strength of 3,200 psi. Large aggregate shall be limited to one (1") inch.

Maximum size aggregate is limited to a mixture of No. 1 size and smaller particles as described in Section B, Article 8.

Cement: Air Entraining Portland Cement shall comply with the ASTM Specification for Portland Cement, Designation C150. It shall be Type IIA, Moderate Sulfate Resistant.

> Fly Ash/GGBFS: A maximum of thirty (30 %) percent of Portland Cement content may be substituted with Fly Ash or Ground Granulated Blast Furnace Slag. Fly Ash shall conform to the requirements for Class F as defined by ASTM C618 – "Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete". Ground Granulated Furnace Blast Slag (GGBFS) shall conform to the requirements for Grade 100 or 120 slag as defined by ASTM C989 – "Standard Specification for Slag Cement for Use in Concrete and Mortars". Portland Cement substitutions that demonstrate the same or similar properties as Fly Ash/GGBFS shall be accepted pending DPR review and approval.

FORMS: The Contractor shall furnish and place forms as required and shall remove them as directed by the Resident Engineer.

CURING: All finished concrete shall be protected and kept moist in accordance with Section B, Article 27 and as directed by the Engineer.

SURFACE FINISH: Immediately after removing forms, cut back all metal form ties wet and fill all voids and honeycombing with mortar, 1:2 mix.

Unless otherwise indicated on the contract plans, the exposed concrete surfaces shall be rubbed smooth with carborundum bricks to the satisfaction of the Engineer.

SUBMITTALS: All submittals shall be in accordance with the requirements of Section C, Special Provisions, Article 11.

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Design Mix report: The Contractor shall submit a design mix report prior to the production and delivery of concrete for review and approval. Design Mix Report dated more than one (1) year of the submittal date will be rejected. The Contractor shall submit the design mix report including but not limited to the following information: date of design mix report, name and address of concrete mixing company, name and address of laboratory, name of project, water/cement (w/c) ratio, type and sieve analysis of aggregates, type of cement, type and amount of fly ash or slag used, percentage of portland cement replacement by fly ash or slag, types of admixture used, amount of water used, air content and slump of design mix, three (3) day curing strength, seven (7) day curing strength, and twenty-eight (28) day curing strength.

Material Testing: If directed by the Engineer in writing, the Contractor shall furnish necessary concrete test cylinders for verification of concrete strength to the Engineer at no cost to the City.

MEASUREMENT AND PAYMENT: The quantity of **AVERAGE CONCRETE** to be paid for under this item shall be the number of **CUBIC YARDS** furnished and placed as shown on the plans and as directed by the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of Average Concrete, and shall include the cost of all labor, materials, and equipment and incidentals necessary to complete the work, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation and steel reinforcement, if required, shall be paid for separately under their respective contract items.

E N D O F P A G E

Rev. 10/21/2015 STANDARD

ITEM NO. 64 **CONCRETE CURB**

WORK: Under this Item, the Contractor shall construct **CONCRETE CURB** and footings of the types shown on the plans or to match existing curbs, in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

Concrete: Concrete shall conform to N.Y.C. Department of Transportation Class B-32, Type IIA, air entrained, moderate sulphate resistant. The batch shall contain a minimum of six (6) bags of cement per cubic yard, a one and one-half (1 1/2") to four (4") inch slump, and compressive strength of 3,200 psi. Large aggregate shall be limited to one (1") inch.

Cement: Air Entraining Portland Cement shall comply with the ASTM Specification for Portland Cement, Designation C150.

> Fly Ash/GGBFS: A maximum of thirty (30 %) percent of Portland Cement content may be substituted with Fly Ash or Ground Granulated Blast Furnace Slag. Fly Ash shall conform to the requirements for Class F as defined by ASTM C618 – "Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete". Ground Granulated Furnace Blast Slag (GGBFS) shall conform to the requirements for Grade 100 or 120 slag as defined by ASTM C989 – "Standard Specification for Slag Cement for Use in Concrete and Mortars". Portland Cement substitutions that demonstrate the same or similar properties as Fly Ash/GGBFS shall be accepted pending DPR review and approval.

Steel Bar Reinforcement: Reinforcement shall meet the requirements of the applicable paragraphs of Section "B", the N.Y.C. Building Code and the latest ASTM specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", Designation A-615 and in accordance with the item "Steel Bar Reinforcement". Reinforcement shall be of the sizes and dimensions shown on the plans.

Bond Breaker: If bituminous fiber material is used, a bond breaker such as one-half inch (1/2") wide polyethylene tape or five-eighths inch (5/8") diameter expanded polyethylene foam backer rod shall be installed as recommended by the manufacturer. A bond breaker will not be required for a premolded foam joint, but sealant is always required.

Sealant: A bond breaker and a non-sag multi-component polyurethane-based elastomeric sealant shall be installed in prepared expansion joints. The Contractor shall apply Sikaflex - 2C, NS sealant, or BASF MasterSeal NP 2 sealant, or approved equal. Color of sealant shall be concrete gray. Asphalt cement will not be approved as a sealant.

Sikaflex products are manufactured by Sika Corp., Lyndhurst, NJ. MasterSeal products are manufactured by BASF Inc., Shakopee, MN.

Expansion Joint: The expansion joint material shall be a premolded bituminous fiber joint filler as specified in Section "B" or an approved equal.

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METHOD OF CONSTRUCTION: Curb shall be constructed in independent sections and shall have smooth plane ends separated by expansion joints of the size shown on the standard details. Steel bar reinforcement between expansion joints shall be secured to chairs of the proper height to hold them in position while concrete is poured. Distance between supporting chairs shall not greater than five (5') feet apart. Reinforcing bars at expansion joints shall be bent to the horizontal and the ends wrapped with tar paper held by duct tape.

When fence posts are to be erected in concrete curb, sleeves shall be installed in the correct location, where shown on the plans. Sleeves shall be structurally rigid, cut to the required lengths and firmly set in the form in a vertical position.

Care shall be taken when installing curbs that all the requirements of Article 14, Section C, "Tree Work" shall be followed. No roots shall be cut without written permission of the Director of Landscape Construction or his designated representative. The Contractor shall notify the Landscape Construction Unit by email at Capital.Arb-Hort@parks.nyc.gov. Where required, DPR Standard Detail for Root Bridging shall be used.

All forms shall be set true to line and grade and held rigidly in position. They shall be either of metal or of acceptable planed and matched lumber, and of such construction that a smooth surface shall be provided. After the forms are erected and reinforcing steel is set in place, all contact surfaces within forms shall be moistened. Concrete shall be placed in horizontal layers of uniform thickness, with each layer thoroughly consolidated before placement of the next layer. Thickness of each layer shall not exceed eighteen (18") inches with reinforced members. Stiff concrete mixes (low slump) shall be consolidated either by hand tools or by mechanical vibrators in accordance with Section B. The concrete shall be worked thoroughly around the reinforcement and around the pipe sleeves. In the use of internal vibrators, care shall be taken to avoid separation of aggregate and to avoid hitting the forms sufficiently to cause damage. Exposed concrete surfaces shall have a float finish. Surfaces shall be finished smooth and true by means of wooden or steel floats and have edges, including those of joints, rounded or chamfered.

Forms shall be left in place for a minimum of three (3) days or until the concrete has set sufficiently so that, in the opinion of the Engineer, they can be removed without damage to the curbing. The curbing shall immediately upon removal of the forms be wetted and rubbed down to a smooth and uniform surface by means of carborundum or other abrasive blocks. For this work, a competent and skilled finisher shall be employed. The Contractor shall do all the necessary work to join new curb to existing in a neat and workmanlike manner to the satisfaction of the Engineer.

NOTCHES: Notches shall be as shown on plans and formed in advance of pouring concrete, or saw cut into concrete after pouring. Notch forms shall conform to forming methods described. Unless otherwise shown, notches shall be as shown on Standard detail Sheet "Stormwater Management Details".

CURB FOOTINGS: Curb footings shall be of the same concrete as the curbs and shall be constructed as shown on the details. Concrete footings shall be installed on all curb ends and corners with concrete forming tubes of the proper diameter and cut to the required lengths.

MATERIAL TESTING: When quantities exceed thirty (30) cubic yards in a single day, or at the direction and discretion of the Engineer, the Contractor shall furnish necessary concrete test cylinders to the Engineer at no cost to the City. The General Requirements of Section C, Article 5 and 11 will apply.

PROTECTION: The Contractor shall protect the curbing and keep it in first class condition until the completion of his operation at the site. Any curbing which is damaged at any time previous to the final acceptance of the work shall be removed and replaced with satisfactory curbing at the Contractor's expense. The general specifications in "Materials of Construction", Section B, shall apply for protection and curing.

SUBMITTALS: All submittals shall be in accordance with the requirements of Section C, Special Provisions, Article 11.

Design Mix report: The Contractor shall submit a design mix report prior to the production and delivery of concrete for review and approval. Design Mix Report dated more than one (1) year of the submittal date will be rejected. The Contractor shall submit the design mix report including but not limited to the following information: date of design mix report, name and address of concrete mixing company, name and address of laboratory, name of project, water/cement (w/c) ratio, type and sieve analysis of aggregates, type of cement, type and amount of fly ash or slag used, percentage of portland cement replacement by fly ash or slag, types of admixture used, amount of water used, air content and slump of design mix, three (3) day curing strength, seven (7) day curing strength, and twenty-eight (28) day curing strength.

MEASUREMENT AND PAYMENT: The quantity of **CONCRETE CURB** to be paid for under this Item shall be the number of **CUBIC YARDS** of curbs and footings constructed and incorporated in the work, in accordance with the plans, specifications, and directions of the Engineer. Notches shall not be deducted from volume calculations for curb and there shall be no payment deduction for notches in curbs.

The price bid shall be a unit price per **CUBIC YARD** of **CONCRETE CURBs** and footings constructed and incorporated in the work complete, and shall include the cost of furnishing all labor, work to form or sawcut notches, materials, equipment, and incidental expenses necessary to complete the work, including expansion material, sealant, tar paper, and steel bar reinforcement, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own contract item.

E N D O F P A G E

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ITEM NO. 65 STEEL BAR REINFORCEMENT

WORK: Under this item, the Contractor shall furnish and place steel bar reinforcement and dowels not included under other items as shown on the plans or ordered by the Engineer.

MATERIAL: Reinforcement shall meet the requirements of Section B, "Materials and Methods of Construction".

METHOD:

BENDING: All bars shall be bent cold. Only competent mechanics shall be employed for cutting and bending, and proper appliances shall be provided for such work.

The reinforcement shall be bent to the shapes shown on the plans. Bends for stirrups and ties shall be made around a pin having a diameter not less than two times the minimum thickness of the bar. Hooks shall conform to Section C-26-1526.0, N.Y. City Building Code. Bends for other bars shall be made around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bar larger than one inch the pin shall not be less than eight times the minimum thickness of the bar.

Reinforcement shall be formed to the dimensions indicated on the plans before it is embedded in the concrete.

SPLICES: All splicing shall be as specified in Section B.

PLACING AND FASTENING: Placing and fastening shall be as specified in Section B.

Before any concrete is placed, all mortar shall be cleaned from the reinforcement. No concrete shall be poured until the Engineer has inspected the placing of the reinforcing metal and permission to place concrete is granted. All concrete placed in violation of this provision shall be rejected and removed.

SUBMITTALS: All submittals shall be submitted in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11. In conjunction with the use of controlled concrete, for structural applications, or where required by the DPR structural Engineer the contractor shall submit order forms, bar lists and bending diagrams as follows:

As soon as an order for material is placed by the Contractor, two (2) complete copies of the order shall be furnished by the Contractor to the Engineer; all orders shall show the contract number and the names of the manufacturer's, the name of the structure for which the material is intended, and shall state that the material is subject to the requirements of the specifications of the Department. To each order shall be attached a complete copy of that part of these specifications which applies to the materials ordered thereby.
Before ordering any material which differs from that shown on the plans or in bar list, the Contractor shall submit bar lists and bending diagrams showing the proposed changes to the Engineer for approval.

Unless otherwise noted, when no bar list appears on the plans, the Contractor shall submit bar lists and bending diagrams to the Engineer for his approval before ordering any materials.

The Contractor shall carefully check and assume full responsibility for the accuracy of all bar lists.

The acceptance at any time of any material shall not be a bar to its future rejection if subsequently found to be defective or inferior in quality or uniformity to the material specified.

MEASUREMENT AND PAYMENT: The quantity of **STEEL BAR REINFORCEMENT** to be paid for under this item shall be the number of **POUNDS** of steel bars, including dowels, furnished and incorporated in the work in accordance with the plans and specifications.

The weight of metal will be computed from the table of weights under Steel Bars in Section B.

In case the Engineer allows the substitutions of larger bars than have been specified, payment will be made only for the amount of metal which would have been required if the specified size of bar had been used.

The price bid shall be a unit price per **POUND** of steel bar reinforcement furnished and incorporated in the work complete, and shall include the cost of furnishing all labor, material and equipment to bend, cut and maintain the reinforcement in place, and other incidentals necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

E N D O F P A G E

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ITEM NO. N/A	**BENCH, 1964 WORLD'S FAIR W/ RPL SLATS - ARMLESS**
ITEM NO. 66	**BENCH, 1964 WORLD'S FAIR W/ RPL SLATS W/ARMS**
ITEM NO. N/A	**BENCH, 1964 WORLD'S FAIR W/ RPL SLATS - BACKLESS**

WORK: Under these Items, the Contractor shall furnish and install **BENCH, 1964 WORLD'S FAIR W/ RPL SLATS** of various types in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall conform to the requirements of Section B, Materials and Methods of Construction.

Benches shall be manufactured by Kenneth Lynch & Sons, Oxford, CT, Kevin G. Lindelow Quality Site Furnishings, Frenchtown, NJ, Urban Accessories, Tacoma, WA, QCP, Norco, CA, Shannon Gates, Deer Park, NY or approved equal. There are minor variations from the standard detail dimensions among manufacturers.

STANDARDS: Bench standards shall be of cast ductile iron. The tensile strength shall meet a minimum of 65,000 psi, in accordance with ASTM designation A536, Grade 65-45-12.

Standards shall be hot dipped galvanized in accordance with ASTM A123/ A123M. Any resulting dimples or sharp points shall be ground smooth.

Steel Supports: Steel supports for recycled plastic lumber shall be hot-rolled carbon steel flat bars and channels of the sizes indicated on the drawings and secure to the plastic slats with vandal resistant screws. All steel supports shall be hot dipped galvanized or stainless steel as per this specification.

Touch-up and Repair: For minor damage caused by grinding, installation or transportation, touch-up galvanized finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of six (6') feet.

BENCH SLATS – RECYCLED PLASTIC LUMBER: Recycled plastic lumber slats shall be fabricated from a minimum ninety percent (90%) post- and pre-consumer recycled high density polyethylene (HDPE). HDPE resins shall meet the requirements of ASTM D1248 for Type III or IV (high density), Grade G7. Materials shall contain no toxic substances. Recycled plastic lumber shall contain UV inhibited pigment and shall not absorb moisture, corrode, rot, warp, splinter, or crack and shall not contain fiberglass or any material that will be irritating in contact with skin. Recycled plastic lumber shall be "Dimensional Lumber" as manufactured Tangent Technologies, LLC, Aurora, IL, "Evolve Dimensional" manufactured by Renew Plastics, Luxemburg, WI, or approved equal. Color to be similar to Cedar, Milwaukee Brown or Weathered Wood unless otherwise indicated on the plans or approved by the Landscape Architect.

Recycled plastic lumber slats shall be externally supported with additional steel bar and channel supports in accordance with the standard details. The Contractor shall submit shop drawings showing all external supports. Recycled plastic lumber slats shall comply with or be tested in

accordance with the following:

ASTM D6108	Standard Test Method for Compressive Products of Plastic and Shapes
ASTM D6109	Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastic Lumber
ASTM D6111	Standard Test Method for Bulk Density and Specific Gravity of Plastic Lumber and Shapes by Displacement
ASTM D6117	Standard Test Methods for Mechanical Fasteners in Plastic Lumber and Shapes
ASTM E84	Standard Test Method for Surface Burning Characteristics of Building Materials
ASTM D6341	Standard Test Method for Determination of the Linear Coefficient of Thermal Expansion of Plastic Lumber and Plastic Lumber Shapes Between –30 and 140°F

Minimum composition and mechanical properties shall be as follows:

Minimum Recycled Content	90%
Minimum High Density Polyethylene	70%
Maximum Percentage of Materials other than Polyolefins	5%
Minimum Specific Gravity (ASTM D6111)	0.02 lbs/in^3
Minimum Flexural Modulus (ASTM D6109)	75,000 psi
Minimum Nail Pull-out Strength (ASTM D6117)	550 lbf

Flame Spread, Class C or better, tested in accordance with ASTM E84.

Coefficient of Thermal Expansion (ASTM D6341), in the range of -10°C to 30°C, shall not exceed 70 x 10^{-6}/°F.

The City reserves the right to independently test samples of slats from the job site. Random samples must be supplied to DPR for identification, at the request of the Engineer. Should the slats provided on the job site not be as previously approved, the Contractor shall replace all the incorrect slat lumber at no extra cost to the City.

Fabrication Tolerances: Ends shall be smooth with clean cuts; cross-sections shall not have voids greater than one-half (1/2") inch diameter. Voids of one-half (1/2") inch diameter or less shall be filled with a matching color of silicone caulk, as per manufacturer's recommendations. All edges shall be eased. Maximum variation from flat surface across section shall be one-eighth (1/8") inch.

HARDWARE: Bolts, locknuts, and washers used to secure slats to bench legs shall be stainless steel. Bolts for securing slats shall be provided with nylon lock nuts so as to render the connection vandal resistant. Bolt or wood screw used for mid-section steel support strap shall be a vandal resistant type, either stainless steel or hot-dipped galvanized. Anchor bolts used to secure the benches to pavements may be either stainless steel or hot-dipped galvanized steel and shall be vandal resistant. Type and dimensions of all bolts, nuts, and washers shall be as indicated on the

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approved shop drawing.

CONCRETE: Concrete for slabs or footings shall be Average Concrete as described in Section B "Materials and Methods of Construction" and shall be of the dimensions indicated on the plans.

EXECUTION:

Delivery and Storage: Keep benches protected at all times against exposure to extreme heat or impact. All material shall be bundled and fully supported during shipping and storage to prevent creep. Any slat that is damaged or excessively scratched will be rejected and replaced with new. All slat material must be straight and true when bolted to the standards.

Assembly and Installation: Benches shall be pre-assembled before being installed in their final location and properly secured in place by anchor bolts drilled into concrete footings or slab, as indicated on the plans.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Requirements Article 11.

Shop Drawings: The Contractor shall submit shop drawings showing adequate supports and legs required specifically for recycled plastic lumber design.

Foundry Certificates: Foundry certificate certifying type of ductile iron used in bench standards shall be submitted. The certificate shall be on foundry letterhead, dated and signed by the manufacturer with the Contract No., Contractor name, and Class of Ductile Iron provided.

Sample: The Contractor shall submit a twelve-inch (12") sample of the recycled plastic lumber slat for surface and color approval. Required test results shall be submitted if an approved equal manufacturer is proposed.

MEASUREMENT AND PAYMENT: The quantity of **BENCH, 1964 WORLD'S FAIR W/ RPL SLATS** to be paid for under this item shall be the number of **LINEAR FEET** of each type of bench, measured in place along the top slat, installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of each type of Bench, 1964 World's Fair W/ RPL Slats furnished and installed and shall include the cost of all labor, materials, equipment, and incidental expenses necessary, including hardware, anchors, recycled plastic lumber (RPL), galvanized ductile iron standards, certificates, and submittals, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation and concrete for slabs or footings shall be paid for separately under their respective contract items.

END OF PAGE

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ITEM NO. 67 CONCRETE AND STEEL GAME TABLE
ITEM NO. N/A ACCESSIBLE CONCRETE AND STEEL TABLE WITH GAME

WORK: Under this Item, the Contractor shall furnish and install **CONCRETE AND STEEL GAME TABLE or ACCESSIBLE CONCRETE AND STEEL TABLE WITH GAME** in accordance with the Plans and Specifications, where shown on the Plans or directed by the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall conform to requirements of Section B, "Materials and Methods of Construction".

Game tables shall be as manufactured Kenneth Lynch & Sons, Oxford CT, or approved equal.

Marble Aggregate: Marble chips for terrazzo inserts shall be clean, crushed marble free from dust and dirt and in sizes 1 and 2 mixed. White marble chips shall be similar and equal to "Plymouth White". Green marble chips shall be similar and equal to "Royal Green".

Cast Stone: Shall be standard-weight concrete consisting of Type I Portland cement, pigments, aggregates, admixtures and water to produce the following properties:

a. Compressive Strength: 5,000 psi minmum at 28 days.
b. Total Air Content: Not less than 4% nor more than 6%.

Concrete Footing: Concrete for the footing shall be Average Concrete as specified in Section B "Materials and Methods of Construction".

Reinforcement: Shall be as specified under Section B "Materials and Method of Construction."

Steel Tube Support Leg: Steel tube support leg shall conform to ASTM A500.

Graffiti-Resistant Coating: Shall be Professional Water Sealant (P.W.S.) Coatings, as manufactured by Professional Products of Kansas, Inc., Wichita, KA, or approved equal.

EXECUTION:

Table Top: The tables shall be of pre-cast reinforced stone concrete with terrazzo inserts. All profiles, lines, corners and edges shall be made as shown on the Plans. The pre-cast tables shall be made by an approved manufacturer having facilities for furnishing the quality of cast stone required.

Proportioning of Aggregate: Proportioning of aggregates for pre-cast stone concrete shall be within the following limits, with a constant water-cement ratio not to exceed six (6) gallons per bag (94 lbs.) of cement. Basic aggregate proportions shall be one (1) cubic foot cement to one and three-quarters (1-3/4) cubic feet sand to two (2) cubic feet gravel or crushed stone with average (wet) sand and gravel, and loose materials.

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To the above mixture only sufficient water shall be added to produce a workable mix, and in no case shall added water exceed the following, nor shall the total free water, including mechanically held water, exceed six (6) gallons per bag of cement.

Condition of Aggregate	Maximum Allowable Added Water
-Very wet sand and gravel	3-3/4 gals. per bag
-Wet (average) sand and gravel	4 gals. per bag
-Moist or damp sand and gravel	4-1/2 gals. per bag

The ratio of sand to gravel may be varied sufficiently to produce workable mixes with aggregate conforming to the requirements of this specification, but in no case shall the cement content be less than eight (8) 94 lb. bags per cubic yard of concrete nor shall the water-cement ratio exceed six (6) gallons per bag in the final mix with allowance for entrained water as noted above.

Admixtures: The use of calcium chloride as an accelerator will be permitted, but shall not exceed two (2) per cent of the cement content of the mix by weight. Calcium chloride shall be thoroughly dissolved in the mixing water before the addition to the mix, and the total water content must be regarded as part of the mixing water.

Mixing: Aggregate, including cement, shall be thoroughly mixed in an approved type mechanical batch mixer, before and after the addition of the mixing water. Concrete shall be placed in forms as soon as practicable after mixing, but in no case later than thirty (30) minutes after mixing has ceased.

Remixing or retempering of partially set or segregated concrete will not be permitted.

Compacting: Concrete during and immediately after placing in non- leakable forms shall be carefully compacted by means of rods or other implements, and by tapping or vibrating forms so as to fill completely all corners, and around all reinforcing steel and inserts to produce finished work which shall be dense, uniform in color and texture and free from honeycomb.

Reinforcing: Reinforcing steel shall be carefully formed and placed in the concrete in accordance with the Plans.

Curing: Concrete work after the removal of forms shall be kept moist and cured by continuous dampening for a period of at least two (2) weeks.

Concrete Finish: All exposed concrete except tops of tables shall be finished with a steel trowel to a "slick" finish except when the method of manufacture will not permit trowelling, when a finish satisfactory to the Engineer may be used. All form marks on exposed surfaces shall be rubbed to a smooth, even finish. The exposed surfaces shall be smooth, uniform and dense, free from cement film, cement wash or patching, and all other surface defects.

Terrazzo Inlays: Sinkages shall be left in the table tops for inlaying terrazzo checker boards. Sinkages shall be one (1") inch deep, perfectly square and lined with No. 12 gauge brass anchor type anchor type terrazzo strips before pouring concrete slab.

The bottom of each sinkage shall be spread with one half (1/2") inch thick bed of 1 to 3 Portland Cement mortar into which shall be set a grillage of No. 20 gauge brass anchor type terrazzo strip to form pattern shown on Plans. The pattern shall be made by filling alternate spaces with white and light green terrazzo composed of White Portland Cement, colored as required, and marble chips.

White Terrazzo shall be composed of White Portland Cement and white marble chips, to make as nearly as possible a uniformly toned surface approaching pure white. Green Terrazzo shall be composed of White Portland Cement colored to a bright green with mineral mortar color, and green marble chips, as herein before specified. Terrazzo shall be thoroughly compacted after being trowelled smooth and shall be sprinkled with additional marble chips of the proper color, tamped in until the surface can hold no more chips. Terrazzo shall be seasoned for six (6) days under a layer of wet sand or saw dust.

After seasoning or terrazzo inlay, the entire top surface of the table shall be ground down to a perfectly smooth and true plane, free from all surface defects and then washed clean.

Galvanizing: After fabrication with base and top plates, leg shall be hot-dipped galvanized with two (2) ounces of zinc per square foot as per ASTM A123/A123M prior to being painted.

Graffiti-Resistant Coating: The table surface shall be clean, dry and free from oil, dirt, grease, efflorescence or any other coating which may inhibit penetration and adhesion of graffiti resistant coating. Allow surfaces to cure for a minimum of 28 days before application of graffiti resistant coatings. Two coats of graffiti-resistant coating shall be shop applied per manufacturer's application instructions. All exposed surfaces of table (except post) shall be anti-graffiti-coated. Coatings shall be applied thoroughly and evenly using either spray, roller or brush, leaving no skips or inadequately covered areas on the surfaces. Allow the first coat to dry to the touch prior to applying the second coat.

Grounds for Rejection of the Graffiti-Resistant Coating: Roller marks, flash lines, gaps or pin holes in excessive quantities will be considered grounds for rejection of table.

Painting Support Leg: The support leg shall receive three (3) coats of paint. Immediately prior to painting, all surfaces of the leg shall be thoroughly clean. All surfaces that are rust free shall be cleaned in accordance with SP-1, Solvent Cleaning. Cleaning shall be performed with a solvent such as mineral spirits, xylol or turpentine to remove all dirt, grease and foreign matter. Surfaces that show evidence of scale and rust shall be cleaned in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools or SP-3, Power Tool Cleaning, a method generally confined to power wirebrushes, impact tools, power sanders and grinders in order to achieve a sound substrate. After the leg has been cleaned and prepared, it shall be painted as follows:

First Coat (Shop Applied): Super Spec HP Acrylic Metal Primer P04, as manufactured by Benjamin Moore Paints, Montvale, NJ, or Pro-Cryl® Universal Primer, B66-310, Red Oxide, acrylic primer for galvanized surfaces as manufactured by Sherwin Williams Company, Woodside, NY, or approved equal. Primer shall be a fast drying, 36 to 43%

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weight solids, VOC compliant, corrosion resistant with a dry film thickness of 1.7 - 3.6 mils. Paint requires up to two (2) to four (4) hours drying time before recoating (with alkyds).

Second Coat and Third Coats (Field Applied): D.T.M.(Direct to Metal) Alkyd semi-gloss P24, Safety Black, as manufactured by Benjamin Moore & Co., Montvale, NJ, or Steel Master 9500 Silicone Alkyd, Black, as manufactured by Sherwin Williams Company, Woodside, NY, or approved equal. Topcoat shall be a silicon alkyd, semi or high gloss coating having a dry film thickness of 1.7 - 3 mils. Paint requires up to thirty (30) hours drying time @ 50° F; up to sixteen (16) to eighteen (18) hours drying time @ 77° F. Paint adhesion shall be 100% retention in accordance with ASTM D3359, classification 5B.

All paints shall be applied when ambient air temperature is 50 ° F minimum and rising. No painting will be allowed below the minimum ambient air temperature. Surfaces to be painted shall be moisture free. In addition, no painting will be allowed below the temperature at which moisture will condense on surfaces. Refer to the Dew Point Chart in Section C, Article 16 to find the minimum allowed moisture free temperature.

Grounds for Support Leg Rejection: Roller marks, flash lines, gaps or pin holes in excessive quantities will be considered grounds for rejection of table.

INSTALLATION: The tables shall be placed accurately in location, plumb, level and game direction. Game direction shall be oriented so that a person seated at the game table will have a white square in the lower right hand corner of the board. The tables shall be wedged up and braced to maintain that position during pouring and setting of the footing.

SUBMITTALS: All submittals shall be submitted prior to manufacture and in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Shop Drawings: The Contractor shall submit shop drawings in accordance with the requirements of the General Conditions, Section C; Special Requirements, Article 11.

Graffiti Resistant Coating: Shall be submitted for approval prior to shop application. Coating substitution will not be accepted unless a written request is submitted to the Engineer. The Contractor shall submit manufacturer's Data Sheets and installation instructions for approval of any proposed-as-equal product no less than two (2) weeks prior to application.

Certificate: A certificate on manufacturers' letterhead with suppliers original signature shall be submitted to verify that the Graffiti Resistant coating was shop applied per the technical specification.

MEASUREMENT AND PAYMENT: For each **CONCRETE AND STEEL GAME TABLE** or **ACCESSIBLE CONCRETE AND STEEL TABLE WITH GAME** furnished and installed in accordance with the Plans and Specifications and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Concrete and Steel Game Table or Accessible Concrete and Steel Table with Game furnished and installed, and shall include the cost of all labor, materials and equipment, including footing, steel bar reinforcement, unclassified excavation, graffiti-resistant coating, painting support leg, and all other incidental expenses necessary to complete the work in accordance with the Plans and Specifications to the satisfaction of the Engineer

Ten (10%) percent of the total bid price for this item shall be withheld until all specified certificates and shop drawings have been submitted.

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ITEM NO. 68 **PUBLIC SPACE RECEPTACLE BINS**

WORK: Under this Item, the Contractor shall furnish and install **PUBLIC SPACE RECEPTACLE BINS** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall conform with Section B, "Materials and Methods of Construction".

Public Space Receptacles shall be 32-gallon size steel bin with a top opening, hinged metal lid and a commercial grade LLDPE plastic liner slotted for drainage and shall be as manufactured by Maglin Site Furniture Inc., Denver, CO, Landscape Forms, Inc., Kalamazoo, MI or approved equal. The quantity of each type of receptacle shall be as shown on the contract plans or as directed by the Engineer.

Public Space Trash Receptacle	Landscape Forms, Inc or approved equal	Maglin Site Furniture, Inc or approved equal
Model No.	SF1288-005	MMP-0600-0003
Bin Color	Grey RAL #9023	Gunmetal gloss
Lid Color	Black	Black
Graphics-Logo	Standard graphics for Trash	Standard graphics for Trash

Public Space Metal, Glass, Plastics Receptacle	Landscape Forms, Inc or approved equal	Maglin Site Furniture, Inc or approved equal
Model No.	SF1288-003	MMP-0600-00001
Bin Color	Grey RAL #9023	Gunmetal gloss
Lid Color	Blue RAL #5015	Blue RAL #5015
Graphics-Logo	Graphics for Metal, Glass, Plastics Recycling	Graphics for Metal, Glass, Plastics Recycling

Public Space Paper Receptacle	Landscape Forms, Inc or approved equal	Maglin Site Furniture, Inc or approved equal
Model No.	SF1288-01	MMP-0600-0002
Bin Color	Grey RAL #9023	Gunmetal gloss
Lid Color	Green RAL #6018	Green RAL #6018
Graphics-Logo	Graphics for Mixed Paper Recycling	Graphics for Mixed Paper Recycling

INSTALLATION: Location of Public Space Receptacle Bins shall be as shown on the plans or as directed by the Engineer. The Contractor shall install receptacles into pavement with three (3) 3/8" x 4" minimum length, non-corrosive, stainless steel or galvanized concrete expansion anchors.

SUBMITTALS: All submittals shall be in accordance with the requirements of Section C, Special Provisions, Article 11.

Catalog Cuts: Catalog cut of receptacle(s) with manufacturer name and features shall be submitted prior to purchasing.

Color Samples: Submit color samples upon request.

MEASUREMENT AND PAYMENT: The quantity of **PUBLIC SPACE RECEPTACLE BINS** to be paid for under this Item shall be the number of receptacles (in any combination) furnished and installed, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** Public Space Receptacle Bin installed complete, and shall include the cost of furnishing all labor, materials, and equipment to complete the work including anchoring receptacle to pavement and providing liner, all in accordance with the plans, specifications, and to the satisfaction of the Engineer.

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ITEM NO. 69 COMPOST - TRUCK MEASURE

WORK: Under this Item, the Contractor shall furnish, spread, and incorporate **COMPOST – TRUCK MEASURE** in existing soil, in accordance with the plans and specifications, to the satisfaction of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

All compost shall be from a source approved by NYC Parks premised on current data. The Contractor shall identify the source(s) of the soil and receive Agency approval in writing prior to submitting a physical sample. See the "SUBMITTALS" heading of this Item.

Compost: Compost shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. The compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, and/or composted leaves that meet the above requirements, and are approved by the New York State Department of Environmental Conservation (NYS DEC), are acceptable compost sources.

Compost shall be manufactured by Nature's Choice Corp., Union, NJ; American Landscape Supply Limited, Huntington Station, NY; or Agresoil compost by Agresource, Inc. Amesbury, MA; or approved equal, and shall meet the following criteria.

1.) Organic biosolids are NOT acceptable under this specification.
2.) Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%).
3.) Compost shall have a minimum of twenty-five (25%) to a maximum of fifty percent (50%) organic material with suitable soluble salts, carbon/nitrogen ratio and maturity index profiles.
4.) Nutrients: Compost test results shall show breakdown of available nutrients (plant available) and recommendations to correct compost nutrient deficiencies as necessary. Compost additives and corrective measures shall be incorporated at the Contractor's expense.
5.) Environmental Properties: Material must be sampled and analyzed by a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory in accordance with NYSDEC DER-10 protocols. For the full list of parameters in Title 6 of the Official Compilation of the New York Codes, Rules and Regulations (NYCRR) Part 375-6.8, see analytical methods in the "APPEAL PROCESS" heading of this Item. Results of the analytical testing must meet 6 NYCRR Part 375 Restricted Residential Soil Cleanup Objectives (RRSCOs). The compost must not have any physical evidence of contamination, including but not limited to

petroleum or unnatural/toxic odors, visual signs of staining, or elevated photoionization detector (PID) readings. Regardless of prior acceptance of sample material, should the compost that is delivered to the site seem suspicious in any way, the Engineer shall reject that material. Should the Contractor disagree with the Engineer's Determination, the Contractor may appeal in accordance with the "APPEAL PROCESS" of this Item.

All compost shall be imported under the following environmental requirements:

- Material must be sampled at a frequency of one sample set (1 composite sample and 1 grab sample) per two hundred fifty (250) cubic yards of material or as prescribed by DER-10 table 5.4(e)10. The material must be tested at a NYSDOH ELAP-certified laboratory and must meet RRSCOs.
- Environmental chemical analysis of all proposed material shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Each composite sample shall be analyzed by USEPA Methods 8270 for Semi-Volatile Organic Compounds (SVOCs), 8081 for Pesticides/Herbicides, and 8082 for Polychlorinated Biphenyls (PCBs), and 6010 for Metals. Each grab sample shall be analyzed by USEPA Method 8260 for Volatile Organic Compounds (VOCs).
- The tested material must also meet the backfill and cover soil quality standards established in 6 NYCRR 375-6.7(d).

METHOD:

Placement and Spreading: After all areas to be seeded or sodded on existing topsoil have been fine graded to their compacted depth as per the seed, sod or planting specification, compost shall be spread over these areas at the rate of one (1) cubic yard per 1,000 square feet over the existing topsoil unless otherwise directed by Landscape Construction Unit (LCU). Thoroughly incorporate the compost into the top five inches (5") of the soil by rototilling.

When compost has been thoroughly incorporated, the soil shall again be tested for pH and limestone shall be added if needed, based on the rates in the seeding and sodding specifications or as directed by LCU. Applications shall be in accordance with the Items "Sod New Lawn" or "Seed New Lawn".

DELIVERY AND APPROVAL: The Contractor shall notify the Resident Engineer a minimum of forty-eight (48) hours prior to the intended compost delivery date. All imported compost shall be delivered in trucks and will be subject to visual inspection and additional testing, if required. The compost shall NOT be spread or incorporated in topsoil until all sampling and testing is completed, unless otherwise directed. The Agency reserves the right to reject any compost which does not fall within acceptable limitations of this specification and the initial submittal to design including the approved sample and the approved test report. Where the compost is rejected, it shall be immediately removed from the site. Where it has been determined by LCU that compost amendments are allowable, the correction shall be made at the Contractor's expense. Additional testing after amending shall also be at the Contractor's expense. All compost quality testing shall be performed by Rutgers Soil Testing Laboratory or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. All environmental testing shall be

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performed by a NYS DOH ELAP certified Laboratory as approved by the Agency.

APPEAL PROCESS:

Compost Quality: The Resident Engineer shall visually check for discrepancies between the delivered compost and the approved submittal and sample. If the Resident Engineer suspects that the compost delivered to the site has excessively high levels of organic matter, clay, etc. that would be above acceptable levels, the compost will be rejected until additional testing proves otherwise. Should the Contractor contest the Resident Engineer's determination, LCU will take samples so additional tests may be performed at Contractor's expense. Testing shall be performed by Rutgers Soil Testing Laboratory or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. These results shall be considered final.

Environmental Quality: The Resident Engineer shall check for discoloration and evidence of unacceptable contents or signs of potential contamination. If the Resident Engineer suspects that the compost possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Resident Engineer's determination, then samplings of the rejected compost will be sent by the Resident Engineer to a NYS DOH ELAP certified Laboratory. Analytical methods shall be selected as by the Agency. Cost of laboratory testing shall be deemed part of the bid price of this item.

Environmental chemical analysis of all proposed compost shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Analysis may include VOCs, SVOCs, metals, pesticides/herbicides and PCBs. Other hazardous waste characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Agency.

As specified in MATERIALS above, compost shall meet NYSDEC Part 375 RURR SCOs and not exceed hazardous waste characteristic criteria (40 CFR Part 261). If the compost fails, then the Contractor shall be solely responsible for:

1) Removal and legal disposal of unacceptable compost;
2) Replacement with acceptable compost; and,
3) All other expenses, as well as potential fines that may be incurred.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Environmental Testing: The Contractor shall supply a report indicating where and how the samples were collected, the source of the compost, and testing data meeting all criteria listed under the heading "Environmental Properties." The Contractor shall provide a PDF of the laboratory report and a spreadsheet comparing the compost material to the NYSDEC Part 375 RURR (Restricted Use Restricted Residential) SCOs for approval.

Sample and Testing: After receiving approval of the environmental testing, the Contractor shall submit two (2) five-pound (5 lb.) bags of compost sample, with the soil textural analysis and

nutrients testing report attached, for approval prior to delivering compost to the site. Testing shall be performed by Rutgers Soil Testing Laboratory or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. Laboratory testing performed more than six (6) months prior to the Contractor's submittal date will be rejected. The testing shall include visual description, pH, organic matter content (loss on ignition), plant available (inorganic) nitrogen (saturated media extract), total nitrogen, carbon to nitrogen ratio, respiration test, maturity index, and moisture content. Price bid shall include all inspection and laboratory fees.

No compost shall be delivered until the approval of samples and test results, but such approval does not constitute final acceptance. The Agency reserves the right to reject, on or after delivery, any material which does not, in their opinion, meet these specifications.

MEASUREMENT AND PAYMENT: The quantity of **COMPOST - TRUCK MEASURE** to be paid for under this Item shall be the number of **CUBIC YARDS** furnished in accordance with the plans and specifications, to the satisfaction of the Engineer. The compost shall be measured in trucks by the Resident Engineer at the site of the work.*

The price bid shall be a unit price per **CUBIC YARD** of Compost – Truck Measure and shall include the cost of all labor, materials, and equipment necessary or required to furnish, spread, and incorporate compost, including all testing and documentation, and all other work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

* Delivery ticket with name and address of vendor, date, and estimated volume must be supplied to the Engineer prior to truck measurement.

E N D O F P A G E

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ITEM NO. 70 - 93 PLANT MATERIAL

WORK: Under this Item, the Contractor shall excavate all plant pits and furnish, plant, maintain, and replace all **PLANT MATERIAL** specified in the following plant schedule, in accordance with the plans and specifications, or as directed by the Engineer.

The Contractor shall be liable for any damages to property caused by planting operations, and all areas and construction disturbed shall be restored to their original conditions, to the satisfaction of the Engineer.

NAMES: Plant names, size, and grading standards shall conform to those prepared by the American Standard for Nursery Stock (ANSI Z60.1- 2014) unless otherwise specified. Genus, species and cultivar are listed in accordance with the International Code of Nomenclature (ICN). No substitutions will be permitted except upon written permission of the Landscape Architect as an approved equal.

QUALITY: All plants shall be typical of their species or variety. They shall have normal, well-developed branches and vigorous fibrous root systems. They shall be sound, healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, dead or broken branches, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plant material shall be tagged by the Capital Landscape Construction representative who shall reject all plant materials not meeting the above specifications, and trees having damaged or missing leaders, multiple leaders, Y-crotches, or indications of topping or heading back.

All plants shall be nursery-grown, unless otherwise stated. All trees and shrubs shall have been growing under similar climatic conditions as the project site two (2) years prior to the date of the contract. Plants held in storage will be rejected if they show signs of growth during storage. Collected plants shall be taken from a soil favorable to good root development. All collected material shall be clean sound stock, free from decaying stumps.

Herbaceous plants, vines, and groundcover shall be vigorous healthy plants, a minimum two (2) years old, from cuttings, seed, or division, with well-developed root systems and crowns, as specified in the Plant Schedule. Bulbs, corms, tubers and rhizomes shall be firm, non-desiccated, and certified free of disease and viral infection, of the sizes, grades, and varieties indicated in the Plant Schedule.

ORDERING PLANT MATERIALS: The Contractor shall provide confirmation to the Engineer of all orders from all sources of supply. Any request for species substitution due to unavailability must be submitted in writing per Section C, Article 11 to the Landscape Architect, within thirty (30) days of the Order to Work date. The Contractor must include the names and addresses of at least ten (10) nurseries they have contacted in an effort to locate these species, and the list shall be submitted to the Landscape Architect. All nurseries supplying material shall be required to have a certificate from the Department of Agriculture and Markets, Division of Plant Industry, New York, or any other state where plant material is obtained, certifying that plant material is apparently free of injurious insects and diseases.

DIMENSIONS: A plant shall be dimensioned as it stands in its natural position. Trees up to and including four-inch (4") caliper size shall be measured six inches (6") above ground level. Trees over four inches (4") in caliper size shall be measured twelve inches (12") above ground level. Stock furnished shall be a fair average of the minimum and maximum sizes specified. Larger plants cut back to sizes specified will not be accepted.

Container grown herbaceous plants, groundcover, and vines shall be well rooted in the container size indicated on the Plant Schedule, grown in the container at least one year prior to planting. Bulbs, corms, tubers and rhizomes shall be Top Size, or as indicated on the Plant Schedule. Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

PREPARATION OF PLANTS: All precautions customary in good trade practice shall be taken in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. All plants shall be dug immediately before moving unless otherwise specified. All plants shall be dug to retain as many fibrous roots as possible. Balled and burlapped and balled and platformed plants shall have a solid ball of earth of minimum specified size, securely held in place by burlap and stout rope or twine. Oversized or exceptionally heavy plants are acceptable if the size of the ball or spread of roots is proportionately increased, to the satisfaction of the Engineer. Loose, broken, or manufactured balls will be rejected. Bare root plants shall be puddled immediately after digging by immersing the roots in a hydrogel slurry, so as to completely coat the roots.

DELIVERY: Plants shall be packed, transported, and handled with utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. All bare root plants shall be adequately protected from drying out by covering the roots with a plastic bag and planting within 2 weeks of being dug. Balled and burlapped plants shall be set on the ground and the ball covered with soil. Until planted, all material shall be properly maintained and kept adequately moist, to the satisfaction of the Engineer.

INSPECTION: Inspection may be made before digging if the Engineer directs, but no plant material shall be planted by the Contractor until inspected by the Engineer at the site of the work. Plant material will be rejected if delivered with broken or damaged root balls, or if damaged on site by rough handling. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost. Final inspection shall be made upon completion of the contract.

PLANT SCHEDULE

ABBREVIATIONS

Cal.	Indicates the caliper of the trunk of the tree.
B & B	Indicates tree or shrub to be “balled and burlapped”.

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Cont. Indicates tree, shrub or perennial to be delivered “container”.

B.R. Indicates a tree or shrub to be delivered "bare root".

O.C. Indicates "on center" or spacing between plants in all direction.

Ht. Indicates overall height of tree.

* Indicates plant as being native to the mid-Atlantic region.

(GI) Recommended for Green Infrastructure / Rain Gardens

(OGI) Recommended for Green Infrastructure / R.O.W. Bio-swales

Item No. Indicates specific species of plant material, including a description. Example below:
ITEM NO. Genus, species, Plant Description

PLANT DESCRIPTION

TREES: All trees shall be B&B, major trees branched 6-7' from the ground, minor trees as specified. Caliper size shall be as indicated. Root ball size and height shall correspond to American Standard for Nursery Stock (ANSI Z60.1- 2014) standard for the specified caliper size. Where height is specified, root ball size shall correspond accordingly. Well-branched top and fibrous root system essential.

SHRUBS: Height shall be as indicated. Root ball or container size and number of canes shall correspond to American Standard for Nursery Stock (ANSI Z60.1- 2014) standard for the corresponding shrub height. Heavy root system, all shrubs shall be well branched to the ground.

VINES, GROUNDCOVER, AND HERBACEOUS PLANTS: Container size shall be as indicated on the plans. All plants shall have vigorous root systems and have grown in the container for at least one year prior to planting.

PLUGS: Plugs shall have vigorous root systems.

ANNUALS: Annual flowering plants shall be vigorous, well rooted, with no indications of disease or stress.

BULBS, CORMS, TUBERS AND RHIZOMES: All bulbs, corms, tubers and rhizomes shall be top size, firm, and non-desiccated.

CONTRACT NO. **MG-40550-117MA**

CONTRACT NAME: **MANNAHATTA PARK RECONSTRUCTION**

PLANT SCHEDULE

Item Number	Name and Description
TREES	
Item Number: 70	PLANT MATERIAL - CORNUS KOUSA 8'-10' ht
Item Number: 71	PLANT MATERIAL - QUERCUS BICOLOR 3.5"- 4" DBH
Item Number: 72	PLANT MATERIAL - ILEX OPACA 5'-6' ht
Item Number: 73	PLANT MATERIAL - SALIX DISCOLOR 5'-6' ht
Item Number: 74	PLANT MATERIAL- CERCIS CANADENSIS 8'-10' ht
Item Number: 75	PLANT MATERIAL - MAGNOLIA STELLATA 5'-6' ht
Item Number: 76	PLANT MATERIAL- AMELANCHIER CANADENSIS 8'-10' ht
Item Number: 77	PLANT MATERIAL - MAGNOLIA SOULANGEANA 5'-6' ht
SHRUBS	
Item Number: 78	PLANT MATERIAL - HYDRANGEA QUERCIFOLIA 'AMETHYST' 3 gal
Item Number: 79	PLANT MATERIAL - RHUS AROMATICA 'GRO-LO' 15"-18" ht
Item Number: 80	PLANT MATERIAL - PRUNUS 'OTTO LUYKEN' 24"-30" ht
Item Number: 81	PLANT MATERIAL - CORNUS SERICEA 'FLAVIMERA' 30"-36" ht
Item Number: 82	PLANT MATERIAL - HYDRANGEA QUERCIFOLIA 'MUNCHKIN' 18"-24" ht
Item Number: 83	PLANT MATERIAL - HAMMAMELIS VIRGINIANA 4'-5' ht
Item Number: 84	PLANT MATERIAL - VIBURNUM CARLESI 24"-30" ht
Item Number: 85	PLANT MATERIAL - CORNUS SERICEA 'KELSII' 30"-36" ht

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Item Number: 86	**PLANT MATERIAL - JUNIPERUS COMMUNIS** **3'-4' ht**
Item Number: 87	**PLANT MATERIAL - CLETHRA ALNIFOLIA** **24"-30" ht**
HERBACEOUS MATERIAL	
Item Number: 88	**PLANT MATERIAL - LIRIOPE MUSCARI** **1 gal**
Item Number: 89	**PLANT MATERIAL - DESCHAMPSIA CESPITOSA** **1 gal**
Item Number: 90	**PLANT MATERIAL - CALAMAGROSTIS x ACUTIFLORIA v. 'ELDORADO'** **1 gal**
Item Number: 91	**PLANT MATERIAL - IRIS VERSICOLOR** **1 gal**
Item Number: 92	**PLANT MATERIAL - CALAMAGROSTIS x ACUTIFLORIA v. 'KARL FOERSTER'** **1 gal**
Item Number: 93	**PLANT MATERIAL - SESLERIA AUTUMNALIS** **1 gal**

PLANTING OPERATIONS:

TIME OF PLANTING: Unless otherwise directed by the Engineer, deciduous material shall be planted from March 1st to May 1st and from October 15th to December 15th. Evergreen material shall be planted from April 1st to May 15th and from September 1st to October 15th, or as approved by the Engineer.

LOCATION: Site characteristics, such as overhead power lines, existing vegetation, and infrastructure items, such as curbs and sidewalks, shall be considered. Trees that grow taller than thirty feet (30') should not be planted directly under power lines. When the design allows, the tree leader shall be offset from power lines.

EXCAVATION OF PLANT PITS: Sizes of plant pits shall be as shown on the planting plan. Planting soil shall be unamended existing soil excavated from the planting pit, unless amendments, topsoil, or structural soil are specified elsewhere in the contract. When subsurface obstructions are encountered during excavation, the Contractor shall restore the disturbed area to its original condition.

All plant material in all planting applications should be checked to ensure the root crown has not been buried during containerization or balling and burlapping. If so, the excess soil should be removed and the plant set at the correct finished grade. The top of the root ball shall be set at finished grade.

Each tree shall be planted in an individual pit as specified. Pits for balled and burlapped, container material shall be dug as shown on the Standard Planting Details. The size of the root ball in diameter shall be deep enough so that the root ball sits on undisturbed subgrade, except in situations where curbs and/or adjacent pavements prevent achievement of planting pit dimensions. Sizes of restricted planting pits (i.e. street trees) shall be at the maximum width allowed, and the same depth as the root ball being planted. Any changes in the planting pit sizes shall be broad enough to accommodate the roots fully extended and only deep enough so that the uppermost roots will be just below the original grade.

No plant pits shall be dug until the proposed locations have been staked on the ground by the Contractor and approved by the Engineer. No plant pits shall be backfilled until planting is approved by the Engineer. Where directed, pits shall have sloped sides (or as per the Standard planting Details). Excavated material, when found to be unsuitable, shall be removed from the site and replaced with topsoil, as directed by the Engineer, and paid for under the Items, 'Unclassified Excavation' and 'Topsoil'. Any amendment will be as directed and determined by the Landscape Architect.

Extreme care shall be taken not to excavate to a depth greater than required. The subgrade below the root ball shall be tamped slightly to prevent settlement. Where, in the opinion of the Engineer, the subgrade material is unsuitable, the size of the plant pits shall be dug one-half (1/2) wider than normally required. The bottom and sides of the pit shall be backfilled with the existing soil, without amendments, and thoroughly worked into place to remove air pockets and voids.

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Planting beds for Shrubs, Vines, Herbaceous, and Groundcover plants shall be excavated to the dimensions and depths indicated on the plans and backfilled with approved topsoil. Bulbs, Corms, Tubers, Rhizomes and Annuals shall be planted in the existing unamended soil or prepared planting beds with improved soil and/or a water absorbent medium, as designated on the drawings.

Planting beds that are installed within tree protection zones, as defined in Article 14, Section C, General Requirements, can only be done in the presence of the Director of the Landscape Construction Unit or designated representative. All excavation and plant installation is to be done by hand, with minimal soil disturbance where shown on plans. No existing tree roots shall be cut without written authorization from the Director of Landscape Construction or designated representative. Plants shall not be placed within (three) 3 feet of the tree trunk.

Mycorrhizal Fungi Innoculant: Shall be applied by means of a three ounce (3 oz.) premeasured dry formulation packet, such as Mycor Tree Saver Transplant®, as manufactured by Plant Health Care, Inc., Pittsburgh, PA, Rhizanova Tree Transplant, as manufactured by Becker Underwood, Inc., Ames, IA, or approved equal. Packets shall contain, as a minimum: one thousand (1000) live spores of Vesicular-Arbuscular fungi, including: *Entrephosphora columbiana*, *Glomus clarum*, *Glomus etunicatum*, and *Glomus sp.;* seventeen million five hundred thousand (17,500,000) live spores of Ectomycorrhizal fungi (*Pisolithus tinctorius)*; Biostimulant ingrediants including *Yucca schidigera* extract; soluble sea kelp extract derived from *Ascophylum nodosum*; humic acids; and acrylamide copolymer gel as a water absorbent medium. Mycorrhizal fungi inoculant shall be added to the top six to eight inches (6-8") of backfill soil in each planting pit and thoroughly mixed to distribute the inoculant. The material shall be applied according to the following chart:

Size of rootball or container	Ounces per plant
1 gallon	1
2 gal.	2
3 gal.	3
5 gal.	3
7 gal.	3
10 gal.	3
15 gal.	3
20" B&B	6
24" B&B	9
30" B&B	9
36" B&B	12
12" B&B	12

Water Retention Additive: Water Retention Additives shall be a granular polyacrylamide polymer of a potassium base and not a sodium base that slowly releases moisture into the root zone such as Terra Sorb, as manufactured by Plant Health Care, Inc., Pittsburgh, Pa., or approved equal. It shall be applied at the time of planting during a dry planting as defined by Parks and Recreation. When planting trees, each tree shall receive three (3) ounces or amount specified by product instructions. Half should be added at a depth of 8-10 inches and the other half just below the finished surface. When planting shrubs, perennials or annuals, the product should be applied as per product instructions.

Range Fence: When directed by the Engineer, the Contractor shall provide range fencing, in an area approximately five (5') feet square, in order to protect the trees in non-paved areas from lawn mowers and trimmers. Fence shall be installed according to the method outlined in the DPR Standard Specification "Range Fence – 4'-0" Height".

Planting: Shall be performed by an approved Sub/Contractor. No planting shall be done except in the presence of the Engineer. All material shall be inspected by the Engineer as it is removed from the truck, prior to placing in an approved storage area or the designated planting site. All rejected plant material shall be removed from the site and replaced with acceptable material at no additional cost to the City.

Bare root material shall be adequately protected from drying out. It shall be removed from its plastic bag and planted immediately after inspection. The bundles of heeled-in plants shall be set upright on the ground, covered with mulch, and kept adequately moist until the time of installation. Until the time of planting, all plant material shall be stored in an approved location, securely fenced and maintained, to the satisfaction of the Engineer, at no additional cost to the City. All plants not planted immediately shall be watered as necessary to maintain optimal health until planting.

Place balled and burlapped material in the prepared planting pit by lifting, and carry it by the rootball. Set the tree or shrub straight and in the center of the pit, with the most desirable side facing toward the predominant view. All material shall set, after settlement, at the same level at which they have grown in the nursery. Care shall be exercised in setting the plants plumb. All ropes, stones, etc. shall be removed from the pit before backfilling. Soil for backfill shall be loose and friable and not frozen or compacted.

Cut and remove rope or wire from the top fifty percent (50%) of the rootball and cut off the burlap back to the edge of the ball. Remove as much woven product and twine as possible. All plastic or synthetic fabric must be removed from the ball at the time of planting. If root ball is enclosed by a wire basket, the Contractor shall cut away at least two-thirds (2/3) of the wire basket from the sides and top of the root ball. Remaining lateral wires must be cut to prevent future root interference. Galvanized or aluminum wire for will not be accepted.

Balled and burlapped plants shall be handled so that the ball will not be loosened. After the soil has been thoroughly firmed under and around the ball, the burlap shall be cut away from the upper half of the ball, and the remaining burlap adjusted to prevent the formation of air pockets. Soil shall be firmed at six to eight inch (6-8") intervals and thoroughly settled with water. Plants with exposed roots shall be placed in the proper position in the center of the pit after the soil in the bottom of the pit has been firmed. Roots shall be arranged in their natural position and existing soil worked in among them, firmed at intervals, and mycorrhizal inoculant and water retention additive worked into the top eight (8") inches of backfill soil in the correct proportions. The plants shall then be thoroughly settled in with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil. All large and fleshy roots that are bruised or broken shall be pruned, making a clean cut before planting. NOTE: No cuts of any root, including bruised or broken roots, shall be made except in the presence of the Director of the Landscape Construction Unit or his designated representative.

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Vines, Herbaceous, and Groundcover plants shall be carefully removed from containers or flats immediately prior to planting and set to the same depths as they were grown in the nursery bed or container, to the correct spacing indicated on the plans. Roots shall be arranged in their natural position and topsoil worked in among them, taking care to avoid bruising or damaging the roots, and fertilizer tablets added to the top four (4") inches of backfill soil in the correct proportion for the respective pot size. No more than one hour after planting, all plants shall be thoroughly settled in with water.

Annual flowering plants shall be carefully removed from the flats or cell-packs to avoid damaging roots or stems and planted in prepared planting beds at the same depth they were growing in the containers. Soil shall be thoroughly firmed around each crown, and plants thoroughly watered in no longer than one hour after planting.

Bulbs shall be planted in the locations indicated on the plans and to the depths and spacing indicated on the Plant Schedule. Spring Flowering Bulbs, Corms, Tubers, and Rhizomes shall be planted in late September or October, no more than six (6) weeks before frost. Summer and Fall Flowering Bulbs, Corms, Tubers, Rhizomes and Plugs shall be planted in spring, after the last killing frost, or as directed by the Engineer. All of the above shall be planted according to best horticultural practice. Prior to planting, bulbs shall be stored in a cool, dry, well-ventilated location for no longer than two (2) weeks before planting.

FINISHING SURFACE AFTER BACKFILLING: The Contractor shall cultivate and rake over finished planting areas and shall leave the site in an orderly condition. On level ground or slight slopes in non-paved areas, a shallow basin a little larger than the diameter of the plant pit shall be left around each plant, as shown on the plans, or as directed by the Engineer. On steep slopes, the soil on the lower side of the plant shall be graded in such a manner that it will catch and hold water, as shown on the plans, or as directed by the Engineer. Upon completion of planting, all debris and waste material resulting from the planting operation shall be removed from the project area, and the affected area raked and cleaned as necessary.

All work done in preparing shallow basins or grading of plant pits on steep slopes and regrading and reseeding of plant saucers shall be deemed included in the unit price per plant. All berms raised for shallow basins in level or gently sloping grass areas shall be removed at the end of the guarantee period, as well as tree stakes. This topsoil shall be cast evenly over the surrounding grass areas and grass seed sown over the removed berms.

After the shallow tree basins and plant saucers and shrub beds have been prepared, they shall be mulched, three to four inches (3-4") in depth, inside and along the outside edge of the basins/saucers. Perennial beds shall be mulched to a two inch (2") depth. Mulch shall consist of shredded bark not exceeding three inches (3") in length and one inch (1") in width. Mulch contaminated with leaves, twigs, and/or debris shall not be acceptable. Only mulch derived from tree material, not from wood waste products like sawdust, shall be acceptable. Mulch for tree pits and shrub and/ or perennial beds shall be included in the bid price.

STAKING: All staking shall be done immediately after planting and all stakes and wire shall be

maintained. Plants shall stand plumb after staking. Stakes shall be of white cedar with bark attached. They may have a maximum allowable deflection of ten percent (10%). Stakes of the dimensions shown on the plans and details shall be placed outside the root ball and shall be driven to the depths indicated on the plans and details.

Ties shall be attached to the stake no more than four (4") inches below the top of the stake. Stakes shall be fastened to the tree with double No. 12 gauge annealed galvanized steel wire run through a suitable length of new reinforced one-half inch (1/2") rubber hose or re-usable nylon tree ties as manufactured by Zip-It Tree Ties, Riverside, CA, or approved equal. Stakes shall be set parallel to the contours, curbs, or walks, unless otherwise directed by the Engineer. For galvanized wire with rubber hose, the length of doubled wire between the tree and stakes shall be hand twisted several times prior to fastening to the stakes. The wires shall be tied off firmly at the stake, not crank twisted at the center. Trees shall stand plumb after staking. Stakes, wires and hoses or nylon tie shall be removed at the end of the one year guarantee period, unless directed otherwise by the Engineer and shall become the property of the Contractor. At the time the stakes are removed any holes left by the stake shall be filled with topsoil as specified in the "Topsoil" specification.

PRUNING: Dead, injured or diseased wood shall be removed in accordance with good horticultural practice. Crossed branches shall be pruned with a sharp tool in such a manner as to preserve and encourage the plant's natural growth form. Do not cut leaders or use wound paint or dressing to treat cut areas. Additional pruning may be required as determined by the Transplanting Subcontractor to preserve aesthetic balance. Any pruning shall preserve the natural character of each plant and shall be done in a manner appropriate to its particular requirements. Any crown pruning shall be done during the transplanting season and may be performed either before or after transplanting, at the Subcontractor's discretion. If done before transplanting, additional pruning may be required to correct any damage incurred during the transplanting operation. In no case shall leader branches be removed or harmed. The crowns of young trees should not be cut back to compensate for root loss.

EDGING OF PLANTING AREAS: The Contractor shall establish a neat edge where planting areas meet grass areas, as shown on the plan or as directed by the Engineer. Edging shall be done by competent mechanics in a workmanlike manner with a spade or edging tool immediately after all planting and seeding is completed. Particular care shall be exercised in edging to establish good flowing curves, as shown on the plan or as directed by the Engineer. Edging shall be maintained by the Contractor until final acceptance of the contract.

MAINTENANCE: At the time of planting, the soil around each plant shall be thoroughly saturated with water, and as many times later as seasonable conditions require, until final acceptance of the plant materials. Where water is supplied from City hydrants, the Contractor shall obtain a hydrant permit from the Department of Environmental Protection, Bureau of Consumer Service. Permits are issued for a 30 day period, and the Contractor is responsible for keeping the permit current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their DPR contract, as described in Article 13, with a general description of the hydrant location(s) they propose to access.

The Contractor must have all tools necessary for using city hydrants in his possession at time of

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planting to ensure that this specification is adhered to. If conditions do not allow the use of New York City water sources, the Contractor must obtain their own source of water. No direct payment shall be made for water obtained from other than city sources, but the cost thereof shall be deemed included in various Items of the contract.

Maintenance shall include watering, weeding, cultivating, edging, control of insects, fungal infections, and other diseases by means of spraying with an approved insecticide or fungicide, pruning, adjustment and repair of stakes, anchors, and wires, repair of minor washouts and gullies up to twelve inches (12") in depth, and other horticultural operations necessary for the proper growth of all trees, as well as replacement of plants stolen or vandalized prior to the Final Inspection, to a degree judged sufficient for replacement by the Engineer and/or Director of Capital Landscape Construction. The Contractor shall also be responsible for keeping the entire area within the contract limits neat in appearance until the final acceptance and completion of the whole work of this contract. All planting areas shall be watered, cultivated, and weeded with hoes or other approved tools within the growing season extending from May 1st to October 1st, and such cultivating and weeding shall be repeated at least once a week. Under no condition shall weeds be allowed to attain more than six inches (6") of growth. The cost of such maintenance shall be included in the bid price.

REPLACEMENT: The Contractor shall replace, in accordance with the contract plans and specifications, any plant material that is dead or, in the opinion of the Engineer, in an unhealthy or unsightly condition, and/or have lost their natural shape due to dead branches, excessive pruning, inadequate or improper maintenance, vandalism or other causes, prior to final acceptance. Replacement plants shall be installed in the following planting season. There shall be a one (1) year guarantee on plant material commencing after the final acceptance and the completion of the whole work of this contract. When instructed by the Engineer, plant material that has died after final acceptance shall be replaced in the next appropriate planting season, even when the next planting season falls outside the one (1) year period. Plant material that dies within the one (1) year guarantee period shall be replaced up to two (2) times prior to the end of the guarantee period. The cost of replacements(s) shall be included in the unit price bid for the various furnished items of the contract.

Where vandalism or related causes are agreed by the Engineer as the cause for plant material replacement, the Contractor shall be responsible for *one* replacement during the one-year guarantee period after final acceptance.

Where dead plant material has been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead material, including stakes, and wire (if applicable) **within three (3) weeks of notification**

Where dead plant material has been identified, whether due to natural causes or vandalism, the Contractor shall remove the dead plant material, including stakes, burlap, and wire. Earth will be leveled and new topsoil and seed, or appropriate paving material, added at the direction of the Engineer to eliminate any hazardous conditions.

The Contractor shall maintain Replaced Plant Material to the standards outlined in the

"Maintenance" section above.

SUBMITTALS: All submittals shall be as per Article 11, Section C, Special Provisions.

State Certification (in quarantine zone only): The Sub/Contractor shall submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry for review and approval prior to performing work.

Invoice: The Sub/Contractor shall submit an original invoice for all plant material delivered to the site. The invoice(s) must be on the Nursery letterhead and must indicate genus and species along with the quantity and size for each individual plant material delivered to the site.

MEASUREMENT AND PAYMENT: The quantity of **PLANT MATERIAL** to be paid for under these Items shall be the number of trees, shrubs, vines, herbaceous plants, groundcovers, and bulbs of each size planted and maintained, in accordance with the plans and specifications, to the satisfaction of the Engineer.

The price bid shall be a unit price per **EACH** tree, shrub, vine, herbaceous plant, groundcover, bulb, corm, tuber, rhizomes or plug of each size, as specified in the Plant Schedule, and shall include the cost of furnishing plants, excavation, mycorrhizal innoculant, water retention additive, shredded bark mulch for tree pits, shrub beds, and perennial or groundcover beds, inspecting, planting, staking, anchoring, watering, replacing, and maintaining all plant material and all work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

All plant material substitutions must be pre-approved as described in "Ordering Plant Materials". Approved substitutions where size and/or description vary from that listed in the plant schedule included herein may result in a monetary credit due to the City.

Topsoil, and compost, where called for in the plans or details, will be paid for separately under their respective Items. Shredded bark mulch beyond the tree pit and shrub or perennial bed outlines shall be paid for separately under the Item 'Shredded Bark Mulch'. Range fencing, if required, will be paid for separately under the Item "Range Fence 4'-0" Height". The price of water, regardless of source, is deemed included in the unit price bid. No extra payment will be made for water coming from the Contractor's own source.

E N D O F P A G E

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ITEM NO. 94 SHREDDED BARK MULCH

WORK: Under this Item, the Contractor shall furnish and place **SHREDDED BARK MULCH** in accordance with the plans, specifications, and directions of the Engineer.

MATERIAL: Shredded Bark Mulch shall be a natural forest product composed of shredded bark or wood not exceeding three inches (3") in length and one inch (1") in width. Mulch shall be derived from tree material, not from wood waste or by-products like sawdust, shredded pallet, or other debris. Mulch shall be natural in color and not dyed. It shall be of a uniform grade with no additives or any other treatment. Mulch with leaves, twigs, and/or debris shall not be acceptable. The pH factor should range from 5.8 to 6.2.

Commercial Fertilizer Low Phosphorus (Slow Release)**:** shall have the following composition by weight: Nitrogen (N) shall be min. 7% - max. 10%, of which min. of 50% is slow-release; available Phosphorus (P) shall be min. 1% - max. 2%; and soluble Potash (K) shall be min. 4% - max. 12%.

Fertilizer shall be a *pesticide free* (no weed-and-feed) product such as "Healthy Turf (8-1-9)" as manufactured by Plant Health Care, Inc, Pittsburgh, PA; or Safer Ringer Lawn Restore (10-2-6) as manufactured by Woodstream Corp., Lifitz, PA; or Nutrients Plus (7-2-12) as manufactured by Nutrients Plus, Virginia Beach VA, or approved equal.

All Commercial Fertilizer Low Phosphorous (Slow Release) shall be delivered in standard size bags of the manufacturer, showing weight, analysis, and name of manufacturer. It shall be stored as directed by the Engineer in such a manner that it's effectiveness will not be impaired.

METHOD: Upon completion of planting and prior to application of shredded bark, Commercial Fertilizer Low Phosphorous (Slow Release) shall be incorporated into soil to a depth of three inches (3") at the rate of twenty pounds per thousand square feet. ((20 lbs./1,000 s.f.)

Shredded bark mulch shall be applied to the surface of the beds and tree pit areas, as shown on the plans or Standard Details and as directed by the Engineer. Mulch shall be applied to a uniform depth of three to four inches (3"-4") over the tree pit and shrub bed areas and two to three inches (2"-3") over groundcover beds, and shall be so distributed as to create a smooth level cover over the exposed soil. Plants shall not be covered.

MEASUREMENT AND PAYMENT: The quantity of **SHREDDED BARK MULCH** to be paid for under this item shall be the number of **SQUARE YARDS** of mulch measured in final position, furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **SQUARE YARD** and shall include the cost of all labor, materials, and equipment necessary or required to complete the work including furnishing and applying Commercial Fertilizer Low Phosphorous (Slow Release), mulch, and watering, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Landscape Fabric shall be paid for separately under its own item.

E N D O F P A G E

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ITEM NO. 95 **ROOT PINNING**

WORK: Under this Item, the Contractor shall perform **ROOT PINNING**, in accordance with the plans, specifications, and as directed by the Engineer and supervised by the Director of Capital Landscape Construction (LCU) or his designated representative.

For additional requirements, see General Conditions, Special Provisions, Section C, Article 14 "Tree Work." If any tree roots are damaged during root pinning, the provisions of Section C, Article 14 Remediation and Damage Assessment shall apply.

MATERIAL: Unless otherwise specified, the materials shall meet the requirements of Section B, "Materials and Methods of Construction".

STEEL REBAR: Steel rebar shall be size No. 4, a minimum of four (4) feet in length, adequate for effective driving depth and meet the requirements of Section B, "Materials and Methods of Construction".

FOAM PIPE INSULATION: Foam pipe insulation shall be a minimum of one-half (1/2") inch thick and fit snugly around one-quarter (1/4") inch pipe.

METHOD: No roots shall be pinned except as directed by and in the presence of the Director of Capital Landscape Construction or his designated representative. Root Pinning may not be performed when the ground is frozen.

Prior to beginning work, the area to be excavated shall be thoroughly wetted, 24 hours in advance, to minimize dust to the greatest extent possible.

All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Director of Landscape Construction, or his designated representative. If directed, soaker hoses shall be installed to facilitate properly moist conditions as part of the bid price of this item.

HAND/PNEUMATIC EXCAVATION: Shall be in accordance and paid for under the contract item "Hand and/or Pneumatic Excavation".

BENDING – STEEL REBAR: All steel rebar shall be bent cold. Only competent mechanics shall be employed for cutting and bending, and proper appliances shall be provided for such work. The reinforcement shall be bent to the shapes shown on the plans. Bends shall be made around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bar larger than one inch the pin shall not be less than eight times the minimum thickness of the bar. Reinforcement shall be formed to the approximate diameter of the root.

FOAM PIPE INSULATION: The foam pipe insulation shall be wrapped around each bar and positioned to prevent the steel rebar from directly contacting the root.

Steel Rebar wrapped in pipe insulation shall be spaced not more than two (2) feet apart, perpendicular to the orientation of the root, as determined by the Director of Landscape Construction or his designated representative, and driven into the sub grade to a depth that is adequate in permanently pinning the root to the altered elevation.

MEASUREMENT AND PAYMENT: For providing all labor and material to perform **ROOT PINNING** in accordance with the plans, specifications, and direction of the Engineer and the Landscape Construction Unit, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** steel bar wrapped in foam pipe insulation furnished and incorporated in the work complete, and shall include the cost of all labor, materials, and equipment necessary, including bending the steel rebar, cut and maintain the reinforcement in place, foam pipe insulation, and other incidentals necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

"Hand and/or Pneumatic Excavation" shall be paid for separately under its own contract item.

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ITEM NO. 96 PREPARATORY PRUNING OF TREE OVER 6" TO 12" DBH

WORK: Under this Item, the Contractor shall perform **PREPARATORY PRUNING OF TREE OVER 6" TO 12" DBH**, in accordance with the plans, specifications and engineer.

Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above mean grade.

QUALIFICATIONS REQUIRED: Arborist shall be certified by the New York State Department of Agriculture and Markets to perform pruning work within the Asian Longhorned beetle quarantine zone. All pruning of limbs and roots must be performed by a qualified arborist, trained in proper pruning techniques, tree biology, diagnosis and treatment of plant diseases, and cabling and bracing. All tree pruning and tree removal is to be performed by an arborist holding certification from the International Society of Arboriculture (ISA) or equivalent education and experience. Also, see requirements listed under heading "Submittals", and in the General Conditions, Special Provisions, Section C, Article 14 "Tree Work".

PRUNING METHOD:

Tree Pruning (Preparatory): No trees shall be pruned except as directed by the Director of The Landscape Construction Unit (LCU) or his designated representative. Before pruning an arborist or arborist trainee shall visually inspect each tree before beginning work. If a condition requiring attention beyond the original scope of the work is observed, the condition shall be reported to the Director of The Landscape Construction Unit or his designated representative.

All work shall be performed by skilled persons directly employed and supervised by the Sub/ Contractor. The current prevailing wage rates and supplemental benefits, as established by the Office of the Comptroller of the City of New York, shall be paid to all assigned personnel. The Contractor may exceed these rates, but they may not pay a lower rate.

The Contractor or their authorized representative must be present at the work site at all times while work is being performed to receive and promptly execute all orders and/or directions of the Director of Landscape Construction Unit or his designated representative. The aforementioned provision shall be obeyed irrespective of whether the work is being performed by the Contractor or a Subcontractor.

Equipment, tools, and work practices that damage living tissue and bark beyond the scope of normal work shall be avoided. Pruning tools shall be sharp to avoid unnecessarily damaging tissue. Climbing spurs shall not be used when entering and climbing trees for the purpose of pruning, except when branches are more than throw-line distance apart and there is no other means of climbing.

Pruning of the crown shall be performed in such a manner as to maintain the shape of the particular species and the balance and symmetry of the tree in general while retaining as much fine growth as possible. Live branches or limbs 4-inches in diameter and larger shall not be removed without the written permission of the Director of The Landscape Construction Unit or his designated

representative. On trees known to be diseased or where there is known danger of transmitting disease, tools are to be disinfected with wood alcohol after each cut and after completion of each tree.

All work shall be performed in a professional manner and in accordance with the most current revision of the American National Standards for Tree Care Operations: Tree, Shrub, and Other Woody Plant Maintenance and Standard Practices, A-300-(Part 1)- 2008 Pruning, published by the American National Standards Institute (ANSI). ANSI Standards are made part of this contract by this reference.

A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent branch without cutting into the branch bark ridge or branch collar or leaving a stub. A pruning cut that reduces the length of a branch or parent stem shall be made at a slight downward angle relative to the remaining stem and not damage the remaining stem. Smaller cuts shall be preferred. When pruning to a lateral, the remaining lateral branch shall be large enough to assume the terminal role. A cut that removes a branch with a narrow angle of attachment shall be made from the outside of the branch to prevent damage to the parent branch. The final cut shall result in a flat surface with adjacent bark firmly attached. When removing a dead branch, the final cut shall be made just outside the collar of living tissue. Wound treatment shall not be used to cover wounds or pruning cuts, except when necessary for disease, insect, mistletoe, or sprout control, or for cosmetic reasons. Wound treatments that are damaging to tree tissue shall not be used. When tracing wounds, only loose, damaged tissue shall be removed.

Pruning shall be performed in such a manner so as to avoid damage to other parts of the tree or other vegetation within proximity of the tree being pruned. Branches too large to support with one hand shall be pre-cut to avoid splitting of the wood or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground. The Contractor shall carefully protect from damage all existing vegetation, site features, and all other property which is to remain. The Contractor shall be liable for any and all damage to the above resulting from tree pruning operations and shall be responsible for the replacement or restoration of same where damaged, at the direction of and to the satisfaction of the Engineer.

Pruning shall occur for, but not be limited to, the following situations: interference with new fences, lights or utilities, to achieve the required clearance for pedestrian or vehicular passage,

Pruning objectives shall be defined as, but are not limited to; Structural, Restoration, Cleaning, Raising, Reducing, and Thinning as described below:

Structural Pruning: Shall consist of selective pruning to improve tree and branch architecture primarily on young-and medium-aged trees by selecting a dominant leader and removing or reducing competing leaders, removing intertwining branches, interfering, overextended, defective, weak, and poorly attached branches shall be removed or reduced.

Restoration Pruning: Shall consist of selective pruning to redevelop structure, form, and appearance of severely pruned, vandalized, or damaged trees.

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Cleaning: Shall consist of pruning to remove branches that are dead, diseased, insect infested, and/or broken one and one-half (1.5") inches in diameter and larger throughout the entire tree canopy, as well as vines and other invasive vegetation.

Raising: Shall consist of pruning to provide vertical clearance. All branches shall be removed to a height sufficient to permit free passage of both pedestrian and vehicular traffic, approximately eight (8') feet clearance for paths and fourteen (14') feet for roadways, as directed by the Director of the Landscape Construction Unit. In lifting the bottom branches of trees for under clearance, care shall be given to maintain symmetrical appearance.

Reducing: Shall consist of pruning to decrease the canopy height and/or spread as directed by the Director of Landscape Construction or his representative.

Thinning: Shall consist of selective pruning to reduce the density of live branches in an attempt to permit establishment of grass, ground cover, and other plant material, or for aesthetic considerations.

AT NO TIME SHALL MORE THAN 20% OF A TREE'S LIVE CANOPY BE REMOVED.

Debris: If directed by the Director of The Landscape Construction Unit, pruned material shall be chipped and spread as mulch to supplement the contract item "Protect Existing Tree Roots with Wood Chips". All other pruned material and debris shall be removed from the site of the contract within twenty-four (24) hours and disposed of as directed by the Engineer, and as per the Quarantine provisions.

SUBMITTALS: All submittals shall be as specified in Section C, Special Provisions, Article 11.

Arborist Qualifications: The Contractor shall submit for approval the name and qualifications of the proposed tree care sub/Contractor prior to performing work. The Contractor shall submit the following:

1.) Proof of three (3) years of non-utility pruning experience or I.S.A. certification with documented non-utility pruning experience.
2.) Documentation of eight (8) hours of required education or I.S.A. certification.
3.) Name, address, and phone numbers for three (3) professional references associated with non-utility pruning work performed within the past three (3) years.
4.) State Certification-The Contractor must submit a copy of a valid Compliance Agreement issued by the State of New York Department of Agriculture and Markets, Division of Plant Industry. The arborist shall meet the qualifications listed on the first page of this item under the heading "Qualifications Required."

PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of trees pruned based on the bid price for pruning a tree over six to twelve inch (6"-12") DBH (base unit).

TREE DBH	TREE UNITS	PAYMENT PER TREE
Over 0" to 6"	0.75	75% of unit price bid
Over 6" to 12"	1.00 (base unit)	100% of unit price bid
Over 12" to 18"	1.25	125% of unit price bid
Over 18" to 24"	1.5	150% of unit price bid
Over 24" to 30"	2.0	200% of unit price bid
Over 30" to 36"	2.5	250% of unit price bid
Over 36" to 42"	3.0	300% of unit price bid
Over 42" to 48"	3.5	350% of unit price bid
Over 48"	4.0	400% of unit price bid

For example, pruning of one thirty one inch (31") DBH tree would receive payment for 2.5 tree units, pruning of one twenty two inch (22") DBH tree would receive payment for 1.5 tree units, and pruning of one seven inch (7") DBH tree would receive payment for one tree unit, for a total payment of 5.0 tree units**.**

When directed by the Landscape Construction unit, a tree branch may need to be tied back to facilitate adjacent construction operations. Materials for tying back limbs shall be selected to minimize damage and abrasion to branches and bark, and must be approved by LCU prior to use. The Contractor will be paid 0.50 tree units for each branch tied back.

MEASUREMENT AND PAYMENT: The quantity of **PREPARATORY PRUNING OF TREE OVER 6" TO 12" DBH** to be paid for under this Item shall be the number of tree units pruned, calculated in accordance with the payment schedule above, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** tree pruned in the **OVER 6" to 12" DBH** size group (equivalent to one tree unit), and shall include the cost of all labor, materials, and equipment necessary for pruning trees, including disposal of all debris, and all other incidentals necessary to complete the work, in accordance with the plans and specifications, to the satisfaction of the Engineer.

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ITEM NO. 97 DECOMPACT TREE OVER 6" TO 12" DBH

WORK: Under this Item, the Contractor shall **DECOMPACT TREE OVER 6" TO 12" DBH**, in accordance with the plans, specifications, and as directed by the Director of Landscape Construction Unit (LCU) or their designated representative.

Note: DBH is defined as Diameter at Breast Height, which is 4'-6" above mean grade.

QUALIFICATIONS REQUIRED: All tree work is to be performed by an arborist holding certification from the International Society of Arboriculture (ISA) or equivalent education and experience. See qualification requirements listed in this specification under the heading "Submittals", and in the General Conditions, Special Provisions, Section C, Article 14 "Tree Work".

MATERIALS: Unless otherwise specified, the materials shall meet the requirements of Section B, "Materials and Methods of Construction".

Compost: Compost shall contain organic matter, or material of generally humus nature capable of sustaining the growth of vegetation, with no admixture of refuse or material toxic to plant growth. Compost shall be free of pathogens and stones, lumps, or similar objects larger than two inches (2") in greatest diameter, as well as roots, brush, and weeds.

Composts that have been derived from organic wastes such as food and agriculture residues, animal manures, and sewage sludge that meet the above requirements, and are approved by the New York State DEC, are acceptable compost sources. Compost shall have an approximate N-P-K analysis of at least 1-1-0 as delivered, with a pH between 5.5 and 8.0 and a solids content of at least fifty percent (50%). Compost shall have a minimum of twenty five (25%) to a maximum of fifty percent (50%) organic material.

Compost shall be from Long Island Compost, Islip, NY or "Nature's Choice Compost" by Nature's Choice Corp., Union, NJ, or Agresoil compost by Agresource, Inc. Amesbury, MA or approved equal.

Organic biosolids are not acceptable. Compost available from NYC Department of Sanitation may be acceptable for purposes of this specification. See www.nyc.gov/sanitation or www.nyccompost.org for pick-up sites.

METHOD: Where specified, existing trees to remain shall be decompacted after completion of construction operations including excavation, paving, pruning, and backfilling. Decompaction shall be performed utilizing one or more of the three methods listed below as shown on the contract tree protection plan. All tree root protection shall be removed prior to starting decompaction and decompaction shall not be performed in frozen ground conditions.

1. Air-Tilling of the Critical Root Zone Method: Using a pneumatic device, the area within a 3 to 5 foot radius of the tree stem, and specified on the Tree Protection Plan, is to be tilled to a depth of 6 to 8-inches using a compressed air gun. Compost backfill shall be applied to the area at a depth of 1-inch and tilled into the soil using a compressed air gun. The area

shall be top dressed with four-inches (4") of shredded bark mulch and thoroughly watered (paid under a separate item).

2. Radial Trenching Method: Using a pneumatic device, narrow trenches, 18 to 24-inches wide, shall be cut in a radial pattern throughout the root zone. These trenches appear similar to the spokes of a wagon wheel. The trenches shall begin two (2') feet from the trunk of the tree and between buttress roots to avoid cutting any major support roots. The trenches should extend at least as far as the dripline of the tree. The trenches shall be 8-12 inches in depth. Compost backfill shall be used to fill the trenches. Where required, fertilizer may be mixed with compost and applied. The area shall be thoroughly watered after completion.

3. Vertical Mulching Method: Three (3") inch diameter holes shall be excavated twelve (12") inches deep, spaced 30" on center in a grid pattern throughout the root zone of the tree. Proposed tools and methodology for this work must be submitted and approved by the Director of Landscape Construction or his or her designated representative. Compost backfill shall be used to fill the holes and the area shall be thoroughly watered after completion.

Tree DBH	Number of 3" Dia. Holes
0-6"	40
6-12"	60
12-18"	80
18-24"	100
24-30"	120
30-36"	160
36-42"	180
42-48"	200
over 48"	220

Where a pneumatic device is required, work shall be performed with a device such as an Air-Spade® CGP System, as manufactured by Concept Engineering Group, Inc. Verona, PA, or approved equal. The Contractor shall provide a compressor unit for operating the pneumatic excavator rated at one hundred fifty standard cubic feet per minute (150 scfm) at ninety pounds per square foot gauge (90 psfg). Different nozzles may be used on the air spade to expedite the work or minimize the amount of airborne material. Where a pneumatic device is used, care shall be taken to avoid rocks being scattered and inadvertently damaging private or public property. In addition, operators must be equipped with adequate protective clothing and gear, in accordance with manufacturer's recommendations. All tree roots exposed by the pneumatic or hand excavation operation must be kept constantly moist with burlap covered with white plastic and checked a minimum of two (2) times a day, once in the morning and once in the afternoon, for a maximum of forty-eight (48) hours, until backfill is complete as directed by the Director of Landscape Construction Unit, or his designated representative.

Watering: Watering shall take place at one-week intervals for a period of three weeks following decompaction at a rate of 750 gallons of water per 1000 square feet of decompacted area. The Engineer may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the Project Engineer may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the

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Engineer each week.

Watering for trees shall be conducted by dispersing water to plants individually. Water shall be delivered to each plant under low pressure through the end of an appropriate sized hose or watering wand, or soaker hose anchored by pins where appropriate. The rate of watering should allow maximum penetration of water into the soil and at a rate that does not displace mulch or soil, cause uprooting or exposure of plant root to the air or break saucers around plants that were created to hold water.

Water shall not be applied in a manner which damages plants, stakes or adjacent areas. Watering shall not cause uprooting or exposure of plant's roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor's expense.

Where water is supplied from City hydrants, the Contractor shall obtain a hydrant permit from the Department of Environmental Protection. The Contractor is responsible for keeping the permits current. The permits are available from each borough office. To obtain a permit, the Contractor should bring a copy of their DPR contract with a general description of the hydrant location(s) they propose to access. The addresses of the borough offices are:

Manhattan:	1250 Broadway (8th floor)
Brooklyn:	250 Livingston St. (8th floor)
Bronx:	1932 Arthur Avenue (6th floor)
Queens:	96-05 Horace Harding Ex., Corona
Staten Island:	60 Bay St (6th floor)

If water is not available from NYC sources, the Contractor is responsible for supplying water from their own source.

SUBMITTALS: All submittals shall be as specified in Section C, Special Provisions, Article 11. The Contractor shall submit the following for review and approval prior to performing work.

Arborist Qualifications: The Contractor shall submit for approval the name and qualifications of the proposed tree care sub/Contractor. The Contractor shall submit the following:

1.) Proof of three (3) years of arboriculture experience or I.S.A. certification.
2.) Documentation of eight (8) hours of required education or I.S.A. certification.
3.) Name, address, and phone numbers for three (3) professional references associated with similar work performed within the past three (3) years.

The arborist shall meet the qualifications listed on the first page of this item under the heading "Qualifications Required."

Compost sample: The Contractor shall submit one (1) pound sample of compost, labeled with company name and test results for the approval of the Landscape Architect. The Contractor, at the direction and discretion of the Engineer, shall furnish a certified report of an approved analytical chemist showing the mechanical and chemical analysis of representative samples of the compost they propose to use. All samples are to be taken by the Engineer and delivered to the Laboratory. The price bid shall include laboratory and inspection charges.

No compost shall be delivered until the approval of samples by the Engineer, but such approval does not constitute final acceptance. The Engineer reserves the right to reject, on or after delivery, any material which does not, in their opinion, meet these specifications. When compost is stored on the job, it shall be done as directed by the Engineer.

PAYMENT SCHEDULE: The Contractor will be paid at the following rates for the different size groups of trees decompacted based on the bid price for decompacting a tree over six to twelve inch (6"-12") DBH (base unit).

TREE DBH	TREE UNITS	PAYMENT PER TREE
Over 0" to 6"	0.75	75% of unit price bid
Over 6" to 12"	1.00 (base unit)	100% of unit price bid
Over 12" to 18"	1.25	125% of unit price bid
Over 18" to 24"	1.5	150% of unit price bid
Over 24" to 30"	2.0	200% of unit price bid
Over 30" to 36"	2.5	250% of unit price bid
Over 36" to 42"	3.0	300% of unit price bid
Over 42" to 48"	3.5	350% of unit price bid
Over 48"	4.0	400% of unit price bid

For example, decompacting of one thirty one inch (31") DBH tree would receive payment for 2.5 tree units, decompacting of one twenty two inch (22") DBH tree would receive payment for 1.5 tree units, and decompacting of one seven inch (7") DBH tree would receive payment for one tree unit, for a total payment of 5.0 tree units**.**

MEASUREMENT AND PAYMENT: The quantity of **DECOMPACT TREE OVER 6" TO 12" DBH** to be paid for under this Item shall be the number of tree units decompacted, calculated in accordance with the payment schedule above, in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** tree decompacted in the **OVER 6" to 12" DBH** size group (equivalent to one tree unit) and shall include by the cost of all labor, materials, and equipment necessary for decompacting trees by either vertical mulching, radial trenching, or air-tilling the critical root zone as directed and other incidentals necessary to complete the work including compost and watering, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Where shown on the Tree protection plan, "Protect existing tree roots with woodchips-6" Depth", "Protect existing tree roots with plywood or mats", "Shredded Bark Mulch" , "Preparatory Pruning" and "Preparatory Fertilizing", where required, shall be paid separately under their respective items.

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ITEM NO. 98 TOPSOIL FOR PLANTING PITS AND BEDS

WORK: Under this Item, the Contractor shall furnish, place, and incorporate **TOPSOIL FOR PLANTING PITS AND BEDS** in accordance with the plans, specifications, and directions of the Engineer. The Contractor shall be liable for any damage to property caused by topsoil operations and all areas and construction disturbed shall be restored to their original condition, to the satisfaction of the Engineer, at no additional cost to the City.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

All topsoil shall be from a source approved by the New York City Department of Parks and Recreation (NYCDPR) premised on current data. The Contractor shall identify the source(s) of the soil and receive Agency approval in writing prior to submitting a physical sample. See the "SUBMITTALS" heading of this Item.

Topsoil: Shall be a sandy/ loam, friable soil that has been removed to a depth of one foot (1') or less, if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material. No topsoil shall be delivered in a frozen or muddy condition.

Topsoil provided shall be provided by Long Island Compost, Yaphank, NY, Natures Choice, Jersey City, NJ, The Dirt Company-Northeast, Inc., Jamesburg, NJ, Island Topsoil, Syosset, NY, or approved equal, and shall meet the following criteria.

1. Organic Content: Topsoil shall contain at least three percent (3%) organic matter determined by loss on ignition, of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The organic matter shall not exceed twelve percent (12%).

2. The acidity range shall be pH 6.0 to pH 7.5 inclusive.

3. Soil Textural Analysis: Topsoil shall consist of the following percentages of sand, silt and clay. Any soil that does not meet the requirements below will be rejected and removed from the site. When directed by the Landscape Construction Unit, the Contractor may be granted permission to screen delivered topsoil in order to achieve particle size compliance. Additional testing at the Contractor's expense will be required to confirm compliance after completion of on-site screening.

Sand (0.05 to 2 mm)	40% to 75%
Silt (0.002 to 0.05 mm)	15% to 65%
Clay (<0.002 mm)	20% maximum

4. Electrical Conductivity shall be a maximum of 1.0 mmhos/cm. A higher level would indicate excessive salt content and material will be rejected and shall be removed by the Contractor from the

site at no additional cost to the City.

5. Nutrients: Topsoil test results shall show recommendations for soil additives or fertilizers to correct nutrient deficiencies as necessary. Soil additives and fertilizers shall be incorporated as necessary at the Contractor's expense. Follow the fertilizer recommendation as provided by the required laboratory.

6. Environmental Properties: Material must be sampled and analyzed by a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory in accordance with the New York State Department of Environmental Conservation (NYSDEC) DER-10 protocols. For the full list of parameters in Title 6 of the Official Compilation of the New York Codes, Rules and Regulations (NYCRR) Part 375-6.8; see analytical methods in the "APPEAL PROCESS" heading of this Item. Results of the analytical testing must meet 6 NYCRR Part 375 Restricted Residential Soil Cleanup Objectives (RRSCOs). The fill material must not have any physical evidence of contamination, including but not limited to petroleum or unnatural/toxic odors, visual signs of staining, or elevated photoionization detector (PID) readings. Regardless of prior acceptance of sample material, should the fill material that is delivered to the site seem suspicious in any way, the Engineer shall reject that material. Should the Contractor disagree with the Engineer's Determination, the Contractor may appeal. See the "APPEAL PROCESS" heading of this Item.

All topsoil shall be imported under the following conditions:

- Material must be sampled at a frequency of one sample set (1 composite sample and 1 grab sample) per two hundred fifty (250) cubic yards of material or as prescribed by DER-10 table 5.4(e)10. The material must be tested at a NYSDOH ELAP-certified laboratory and must meet RRSCOs.
- Environmental chemical analysis of all proposed material shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Each composite sample shall be analyzed by USEPA Methods 8270 for Semi-Volatile Organic Compounds (SVOCs), 8081 for Pesticides/Herbicides, and 8082 for Polychlorinated Biphenyls (PCBs), and 6010 for Metals. Each grab sample shall be analyzed by USEPA Method 8260 for Volatile Organic Compounds (VOCs).
- The tested material must also meet the backfill and cover soil quality standards established in 6 NYCRR 375-6.7(d).

INSTALLATION:

Preparation of Subgrade: Hollows, depressions, and gullies shall be filled with acceptable material free from stones over two inches (2") in diameter, cinders, rubbish, and other unsuitable material. All surplus material and debris shall be removed and disposed of as directed by the Engineer.

Loosen subsoil by scarifying, ripping or tilling using disks, harrows or other suitable equipment to a depth of (4"- 6") immediately before placing any topsoil. Repeat cultivation in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

Placement and Spreading of Topsoil: No topsoil shall be handled when, in the opinion of the Engineer,

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it is too wet. Place and spread approved topsoil in dry weather on dry unfrozen grade. Topsoil for groundcover and herbaceous plant areas shall be spread to a compacted depth of nine (9"), or as indicated on the drawings.

Preparation of Final Grade: Thoroughly cultivate topsoil to minimum depth of six (6") inches by rototilling or hand methods where compaction has occurred and to break up all soil lumps. Float until surface is smooth.

DELIVERY AND APPROVAL: The Contractor shall notify the Engineer a minimum of forty-eight (48) hours prior to the intended topsoil delivery date. All imported topsoil shall be delivered in trucks and will be subject to visual inspection and additional testing. The topsoil shall NOT be spread until all sampling and testing is completed, unless otherwise directed. The Agency reserves the right to reject any topsoil which does not fall within acceptable limitations of this specification and the initial submittal to design including the approved sample and the approved test report. Where the topsoil is rejected, it shall be immediately removed from the site. Where it has been determined by the Landscape Construction Unit that soil amendments are allowable, the correction shall be made at the Contractor's expense. Additional testing after amending shall also be at the Contractor's expense. All soil quality testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. All environmental testing shall be performed by a NYS DOH ELAP certified Laboratory as approved by the Agency.

Agency's determination based on test results of delivered material: Under no circumstances shall the organic content exceed twelve percent (12%). Should Agency test results of delivered material show organic content greater than twelve percent (12%), the soil shall be rejected and removed from the site at no additional cost to the City, unless otherwise directed.

Should Agency's test results show pH between pH 5.0 and 6.0, and where directed by the Engineer, limestone may be added at the Contractor's expense to bring the soil to the required minimum pH 6.0. The Contractor will be required to re-test after incorporation of limestone to assure a minimum pH 6.0. Should Engineer's test results of delivered material show a pH greater than 7.5 the soil shall be rejected and removed from the site at no additional cost to the City, unless otherwise directed.

The Agency reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

APPEAL PROCESS:

Soil Quality: The Resident Engineer shall visually check for discrepancies between the delivered soil and the approved submittal and sample. If the Resident Engineer suspects that the topsoil delivered to the site has excessively high levels of organic matter, clay, etc. that would not be within the allowable levels listed in this specification, the soil will be rejected until additional testing proves otherwise. Should the Contractor contest the Resident Engineer's determination, the Landscape Construction Unit will take samples so additional tests may be performed at Contractor's expense. Testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating

department. These results shall be considered final.

Environmental Quality: The Resident Engineer shall check for discoloration and evidence of unacceptable contents or signs of potential contamination. If the Resident Engineer suspects that the soil possesses hazardous or contaminated characteristics, it will be rejected. Should the Contractor contest the Resident Engineer's determination, then samplings of the rejected soil will be sent by the Resident Engineer to a NYS DOH ELAP certified Laboratory. Analytical methods shall be selected as by the Agency. Cost of laboratory testing shall be deemed part of the bid price of this item.

Environmental chemical analysis of all proposed topsoil shall include, but not be limited to, USEPA Standard Test Methods for determination of total contaminant concentrations for the complete list of 6 NYCRR Part 375-6.8 parameters. Analysis may include VOCs, SVOCs, metals, pesticides/herbicides and PCBs. Other hazardous waste characteristic tests may include those for ignitability, corrosivity, and reactivity, as deemed required by the Agency.

As specified in MATERIALS above, topsoil shall meet NYSDEC Part 375 RURR SCOs and not exceed hazardous waste characteristic criteria (40 CFR Part 261). If the soil fails, then the Contractor shall be solely responsible for:

1) Removal and legal disposal of unacceptable soil;
2) Replacement with acceptable topsoil; and,
3) All other expenses, as well as potential fines that may be incurred.

SUBMITTALS: All submittals shall be as per General Conditions, Section C, Special Provisions, Article 11.

Environmental Testing: The Contractor shall supply a report indicating where and how the samples were collected, the source of the topsoil, and testing data meeting all criteria listed under the heading "Environmental Properties." The Contractor shall provide a PDF of the laboratory report and a spreadsheet comparing the fill material to the NYSDEC Part 375 RURR (Restricted Use Restricted Residential) SCOs for approval.

Sample: After receiving approval of the environmental testing, the Contractor shall submit two (2) five-pound (5 lb.) bags of soil sample, with the soil textural analysis and nutrients testing report attached, for approval prior to delivering topsoil material to the site.

Topsoil Testing: The Contractor shall at the direction and discretion of the Engineer, or when quantities exceed two hundred fifty (250) cubic yards, furnish a certified report showing the analysis of representative samples of the topsoil which they propose to use. Testing shall be performed by Rutgers Cooperative Research & Extension Testing laboratories or equivalent laboratory as approved in writing by the Agency's Specifications and Estimating department. Laboratory testing performed more than six (6) months prior to the Contractor's submittal date will be rejected. The testing shall include soil textural analysis, pH, organic matter content (loss on ignition method), phosphorus, potassium, magnesium, soluble salt level, and recommendations for soil additives and fertilizer to meet minimum nutrient levels as specified herein. Price bid shall include all inspection and laboratory fees.

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No topsoil shall be delivered to the site until the approval of the samples, but such approval shall not constitute final acceptance. The Agency reserves the right to reject on or after delivery any material that does not, in their opinion, meet these specifications.

MEASUREMENT AND PAYMENT: The quantity of **TOPSOIL FOR PLANTING PITS AND BEDS** to be paid for under this Item shall be the number of **CUBIC YARDS** of topsoil furnished, placed, and incorporated in the completed work in accordance with the plans, specifications, and directions of the Engineer, measured in trucks used for delivery*, at the site of the work. No topsoil shall be furnished until ordered by the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of topsoil measured in trucks used for delivery, and shall include the cost of all labor, materials, and equipment necessary to prepare topsoil areas, all testing and amending soil to meet nutrient levels, furnish, place, and incorporate topsoil, documentation, and all other work incidental thereto, in accordance with the plans and specifications, to the satisfaction of the Engineer.

Unclassified Excavation, Earth Moving Operations, or Strip, Store and Spread Existing Topsoil (where required prior to installation of new topsoil) shall be paid for separately under their respective contract items.

*Delivery ticket with name and address of vendor, date, and estimated volume must be supplied to the Engineer prior to truck measurement.

E N D O F P A G E

Rev. 07/13/2021 STANDARD

ITEM NO. 99 **BEEHIVE GRATE**

WORK: Under this item, the Contractor shall furnish and install **BEEHIVE GRATE** along with frames, including vandal resistant bolts, as shown on Parks Standard Detail "Stormwater Management Details", in accordance with contract plans, specifications, and directions of the Engineer.

MATERIALS: All materials shall meet the requirements as given in Section B, "Materials and Methods of Construction".

Beehive Grate: Beehive grates shall be of gray iron per ASTM A48, latest revision, Class 35B or better. Covers shall be Pattern #41290058 with Parks Leaf Design and marked "City of New York Parks and Recreation" as manufactured by Campbell Foundry Co., Harrison, NJ, or approved equal.

Vandal Resistant Bolts: Each cover shall be furnished with two (2) stainless steel penta-head bolts as supplied by Campbell Foundry Co., Harrison, NJ, or approved equal. Typical plastic end caps are to be supplied with hardware and installed on Penta-Head bolts.

INSTALLATION: The Covers shall be installed on frames as shown on the Standard Details. Immediately prior to painting, all surfaces shall be thoroughly cleaned in accordance with guidelines recommended by the Society for Protective Coatings (SSPC), or equivalent as detailed below. The Contractor shall clean cover surfaces that show evidence of loose mill scale, non-adherent rust, peeling paint and other deleterious matter in accordance with SP-2, Hand Tool Cleaning, a method generally confined to wirebrushing, sandpaper, hand scrapers or hand impact tools. Unless otherwise directed by the Engineer, covers shall be painted with two coats of black alkyd urethane enamel paint, such as Alkyd Urethane Enamel Gloss CV200, Safety Black, as manufactured by Benjamin Moore & Co., Montvale, NJ, Pro Industrial Water Based Alkyd Urethane Enamel manufactured by Sherwin Williams, Woodside, NY or approved equal.

SUBMITTALS: All submittals shall conform to Section C, General Conditions, Special Provisions, Article 11.

Foundry Certificates: Contractor shall submit foundry certificates certifying the grade of gray iron for beehive grates on the pattern holder's letterhead.

MEASUREMENT AND PAYMENT: The quantity of **BEEHIVE GRATE** to be paid for under this item shall be the number of **EACH** Grate and Frame furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price for **EACH** Beehive Grate and Frame, furnished and installed, and shall include the cost for all labor, material, equipment, and incidental expenses necessary to complete the work, including frame, vandal resistant bolts, and painting, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

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Excavation, Precast Concrete for Drain Structure and Average Concrete collar shall be paid for separately under their respective contract items.

E N D O F P A G E

Rev. 02/25/2022 STANDARD

ITEM NO. 100 ALLOWANCE FOR MISCELLANEOUS SITE WORK

WORK: Under this item, the Contractor shall provide all labor, equipment, and materials necessary to perform miscellaneous site work as directed by the Engineer within the Site(s). Work completed under this item shall be for work not specified under any other contract item.

This allowance item shall be utilized at the unilateral discretion of the Agency. All work under this item will be directed by the Agency in writing.

All materials shall be of acceptable quality and shall be approved by the Engineer before they are ordered. Where replacements are made, all materials must match the original in kind, quality and intended usage and shall be subject to approval by the Engineer.

MEASUREMENT AND PAYMENT: To receive payment under this item, the Contractor must perform the Work on a time and material basis according to the requirements of Article 28 of the New York City Standard Construction Contract (the "SCC").

For Work satisfactorily performed and properly documented according to Article 28 of the SCC, the Contractor shall receive payment for the fair and reasonable cost of the items specified in Article 26.2 of the SCC.

Note: 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

Material costs shall not be paid under Article 26.2.1 of the SCC unless substantiated by clear and legible copies of paid bills or invoices detailing the materials, their purpose, and the location, time and date installed.

Upon request, the Contractor agrees to provide the Agency with documentary evidence sufficient to substantiate the fairness and reasonableness of any cost submitted for payment under this item.

All payments made under this item are subject to pre-audit by the Engineering Audit Officer and may be post-audited by Comptroller or the Agency.

Note: Article 77 of the SCC states: "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."

The allowance for this item is a not to exceed amount of $25,000.00. The allowance amount is the maximum amount the Contractor may receive for its Work under this item for the life of this Contract. After final payment of this item, any unexpended monies shall accrue to the City.

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Rev. 04/09/2024 STANDARD

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ITEM NO.101 **ELECTRICAL WORK**

1. **SCOPE:**

The work shall consist of furnishing all labor, materials and equipment necessary to complete all general construction and electrical work as indicated on the drawings and the specifications, including but not limited to:

- The contractor shall furnish & install a new property line box as per utility company's (con-ed) drawing EO-6210-B, type B3-6. Label/lettering on frame & cover plate shall read "NYC PARKS ELECTRICAL" as per Parks standard drawing no. 61.
- The contractor is required to coordinate with con-ed energy service via master case (MC-799885) before the start of any work.
- The contractor shall furnish & install new service feeders 2#1/0, 1#6GND in 2" conduit from property line box to the electrical enclosure. The contractor shall coordinate and comply with the utility company requirements for all electrical service-related issue.
- The contractor shall furnish & install electrical panel rated 120/208V, 1 phase, 3 wire, 100Amp main CB, NEMA 4X with 12 circuit breakers by Square D, type NQ or approved equal.
- The contractor shall furnish & install a ground mount stainless steel NEMA 4X enclosure by Hubbell or approved equal with all fittings, accessories, mounting foundation, brackets, channels, with a stainless-steel door handle with provision for a pad lock.
- Provide all locks and required sets of keys as per Parks M & O standard and requirements.
- The contractor shall furnish & install new 2-channel time clock by Tork or approved equal.
- The contractor shall furnish & install fifty (50) in-ground LED light fixtures with housing, manufactured by Lumscape, cat no. sSLA15, 5.4W, Static white with Natural brass finish or approved equal.
- The contractor shall furnish and install service grounding system as per NEC, NYC-Electrical Code and Building Code.
- The contractor shall submit shop drawings to Parks design engineer for approval.

2. **CODES, PERMITS, APPROVALS & INSPECTIONS:**

a] All materials and work shall comply with the applicable requirements of the N.Y.C. Electrical Code, the regulations of the N.Y.C. Department of Buildings, and all other local laws, ordinances, rules and regulations having jurisdiction. Wherever required by code, the Electrical Contractor shall obtain the approval of Advisory Board.

b] All required permits, approvals and inspection certificates shall be obtained, paid for and made available by the Contractor at the completion of the work.

c] Upon completion of the work, the Contractor shall furnish Certificates of Approval covering the electrical work installed under this contract. All expenses arising out of the procurements of the above-mentioned certificates shall be paid by the Contractor and included in the contract price.

3. GENERAL REQUIREMENTS FOR ELECTRICAL WORK:

a] All wires shall be run in Hot Dipped Galvanized Rigid Steel conduit, unless otherwise noted on drawings or specified hereinafter. Each length of conduit shall bear the marker's trademark or stamp. The plans indicate the general location of outlet boxes and circuiting. The conduit runs from these circuits may be modified at the time of installation to adapt same to building construction, but in no case shall a circuit be doubled up or modified. Except for switch legs, no smaller than ¾ inch conduit shall be installed for lighting or power wiring. For all sizes of conduit larger than 1 inch, use standard elbow where accessible; in smaller sizes, use manufactured elbows and fittings.

b] All conduits which are installed in trenches underground shall be not less than eighteen (18") inches below final grade, unless otherwise indicated on contract drawings. Conduits installed in cinder fill shall be protected against corrosion by a covering of rich cement mortar at least three (3) inches thick.

c] Wire and cable shall be copper and have current carrying capacity not less than indicated and shall conform to the standards of the Underwriter's Laboratories, Inc. Conductor sizes shall be as indicated on the drawings and shall not be less than #12 AWG. All #6 AWG wire and larger shall be stranded. Type THW or RHW 75 C insulation shall be used for all size of wire, unless otherwise noted on plans and in accordance with the requirements of the City of New York, Department of Buildings, Bureau of Electrical Control. Voltage rating of conductors which operate at 600 Volts or below shall be 600 Volt rated. For underground cables, they shall be Copper, XLP type.

d] Warning tape shall be furnished and installed by the Contractor as follows:

1) Warning Tape designated "Terra Tape Extra Stretch", as manufactured by Reef Industries or approved equal.
2) Tape shall be installed above and for the total length of the conduit run. Width of tape shall be 6".
3) Underground warning tape shall consist of 6 layers of copolymer film bonded together without the use of adhesives. Tape shall be a minimum tensile strength of 160 lbs. per 6" wide strip. Elongation shall exceed 600%. Tape shall be imprinted with a continuous message repeated every 16" to 36".

4. EQUIPMENT, MATERIALS & MANUFACTURERS –GENERAL:

a] All equipment and materials for permanent and temporary installation shall be new, unless otherwise indicated on the drawings.

b] New equipment and materials shall be:

1) Without blemish or defect.
2) Not to be used for temporary light and power purposes without the Agency's authorization.

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3) In accordance with the latest applicable NEMA standards.
4) Products which will meet with the acceptance of all authorities having jurisdiction over the work.
   a) Where such acceptance is contingent upon having the products listed or labeled by Underwriters' Laboratories, Inc., or other qualified approved testing laboratory, the products shall be so listed or labeled.

c] The following list of materials and manufacturers shall constitute an acceptable list of materials not specified on the plans. No substitutes will be permitted unless approved equal.

Switchboards, Distribution Panels, & Panels

Empire Switchboard, or approved equal.
Gallagher, or approved equal.
General Electric, or approved equal.
I.T.E., or approved equal.
Gould, Inc., or approved equal.
Siemens, or approved equal.
Lincoln., or approved equal.
Metropolitan Switchboard., or approved equal.
Westinghouse, or approved equal.
Square D., or approved equal.
Cutler Hammer, or approved equal.

Bolted Pressure Switches

Pringle Bolt Switch, Inc., or approved equal.
Square D, or approved equal.

Conduit (Steel)

Allegheny Ludlum Steel, or approved equal.
Republic Steel, or approved equal.
Armco Steel, or approved equal.
Jones & Laughlin Steel, or approved equal.
Natural Steel, or approved equal.
Triangle, or approved equal.
Wheeling Steel, or approved equal.
Youngstown Sat. & Tube Co., or approved equal.

Flexible Liquid Tight Metal Conduit

American Brass, Co., or approved equal.
International Metal House, or approved equal.
Columbia Cable & Electric Corp., or approved equal.
Heyco, or approved equal.

Outlet Boxes

Appleton Electric, or approved equal.
Steel City, or approved equal.
General Electric, or approved equal.
Thomas & Betts, or approved equal.

Cable Supports

O.Z. Gedney Elec. Mfg Co., or approved equal.

Insulating Bushings

O.Z. Gedney Electric Manufacturing Co., or approved equal.

Conduit Bodies & Fittings

Appleton Electric, or approved equal.
O.Z. Gedney Elec. Mfg. Co., or approved equal.

Crouse-Hinds, or approved equal.
Heyco, or approved equal.

Wire & Cable

American Steel & Wire, or approved equal.
Belden, or approved equal.
General Cable, or approved equal.
Kerite Company, or approved equal.
Pirelli, or approved equal.
Okonit, or approved equal.
Cable, or approved equal

Solderless Connectors & Lugs

Burndy, or approved equal.
Dossert, or approved equal.
Thomas & Betts, or approved equal.
O.Z. Gedney Elec, or approved equal.

Wiring Devices

Arrow-Hart & Hegman, or approved equal.
Hubbell, or approved equal.
Bryant, or approved equal.
Pass & Seymour, or approved equal.
General Electric, or approved equal.
Russell & Stoll, or approved equal.

Circuit Breakers

General Electric, or approved equal.
I.T.E. , or approved equal.
Square D, or approved equal.
Westinghouse, or approved equal.
Heyco, or approved equal.
Siemens, or approved equal.

Fuses

Bussmann, or approved equal.
Gould-Shawmut, or approved equal.

Safety Switches

General Electrical, or approved equal.
Square D, or approved equal.
Westinghouse, or approved equal.
Siemiens, or approved equal.

Transformers

Square D, or approved equal.
General Electric, or approved equal.
Westinghouse, or approved equal.
I.T.E., or approved equal.
I.T.C., or approved equal.
Virginia, or approved equal.

Concrete Ducts & Boxes

Berri-Rochi, or approved equal.
Roman Stone, or approved equal.
Boccard & Sons, or approved equal.
Concrete Electric Products, Inc. , or approved equal.
Corrano & Coccaro, or approved equal.

Metal Boxes

O.Z. Gedney Electric Manufacturing Co., or approved equal.
Hoffman, or approved equal.
Crouse Hinds, or approved equal.
Spring City, or approved equal.

Meter Pans

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Anchor Electric, or approved equal.
Delta Metal, or approved equal.
Square D, or approved equal.
Cooper Electric, or approved equal.
General Switch Co., or approved equal.
General Electric, or approved equal.

5. EQUIPMENT GROUNDING & BONDING:

Furnish and install all grounding in strict accordance with the New York City Electrical Code, Article 250, the requirements of Consolidated Edison Company and the following:

a] Furnish and install a complete system of grounding and bonding of all equipment and non-current carrying metallic material installed including metal frames, covers, racks, enclosures, cabinets and all exposed cable shields.

b] Wherever the system grounding attached to streetside water shut-off is not available as per NYC Electrical Code, install the ground grid. The ground grid shall consist of a bare #2 minimum stranded cable as indicated, bonded to at least two (2) 1" x 10' copper clad ground rods or more as required to provide a resistance value of 25 ohm or less.

c] All steel conduits shall be provided with a bronze grounding type bushing with tin copper lugs and be bonded to the ground grid, OZ/Gedney #RBLG or approved equal.

d] Unless otherwise noted all splices and bonding connections throughout the grounding system shall be exothermic welded.

e] Grounding of service shall be electrically and mechanically secured to water main. Provide approved clamps and fittings.

f] Grounding grid to be connected to a ground strap on the building's cold water service main ahead of the meter.

g] Provide ground electrode and bond non-current carrying metallic items within manholes as described in the NEC article on **MANHOLES**.

h] Provide ground electrode and bond with conduit bank and primary cable shields as described in Con Edison specifications.

6. UNDERGROUND CONCRETE PULLBOXES WITH FRAME & COVER:

The concrete boxes shall be made of precast reinforced concrete.

The contractor shall refer to Parks Standard Details, Utility Company Standard Details, Dept. of Transportation, Division of Street Lighting Details for construction details. All work shall be done in compliance with the standard details and specifications given on the drawings. The dimensions shown on the drawings are clear inner dimensions of the concrete box. Overall dimension shall be larger for walls and bottom thickness of the box. All non-current carrying metal components within the box shall be bonded to the ground as shown on the drawings in compliance with New York City Electrical Code. All ground bonding connections shall be included under this item.

The concrete boxes shall be furnished with required knockouts for conduit entrances. All unused knockouts shall be sealed with waterproofing concrete mixture.

The contractor shall remove debris, dirt, and deposits from the existing property line pull box and spray wash throughout. After cleaning, the contractor shall thoroughly dry the interior of the pull box while maintaining the integrity of the electrical conduits and connections.

The contractor shall waterproof the pull box by installing a neoprene gasket with approved cement before re-installing the cast steel cover.

Construction

Interior Dimensions: Underground Pullbox:

a] **Construction:** Precast concrete similar to property line box except as detailed on the drawings. Floors to be free of pockets to slope ¼" per foot to drain points. Refer to Parks Standard details Sheet #61 for additional details.

b] **Drains:** Cast iron, slotted or perforated, hinged cover, 9" dia., 4" outlet, with a short length of outlet pipe terminating in a drywell below the floor.

c] **Frame & Cover:** Cast iron, with sizes indicated on drawings, medium duty where installed in landscaped areas and driveways. Cast iron of uniform quality free from blowholes, hard spots, shrinkage distortion or other defects. Cast iron shall be well cleaned by shot blasting and coated with asphalt paint resulting in a smooth, tough and tenacious coating; conform to ASTM spec. for gray iron.

Manufacture castings true to pattern, of non-rocking design or shall have bearing surfaces machined to prevent rocking and rattling.

d] **Covers:** Indented solid top design, with two-drop handles; cast integral letters at least 2" high reading "New York City Parks Electrical" on upper side, for a metered system or "New York City Electrical" for an unmetered system.

e] **Accessories:** Provide embedded inserts in pullbox walls for cable racks. Provide pulling in irons in walls opposite each duct bank entrance and in floor opposite pullbox opening. Pulling in irons shall be securely fastened to reinforcing bars. Provide racks at 3' centers on pullbox perimeter, to be clear for present and future conduit entries. Provide racks and a set of porcelain insulators per set of cables for each entering conduit.

f] **Grounding:** Wherever continuous ground wire from system grounding is not available for bonding, provide a ¾" driven ground rod, at least 10' long or as required to reach ground water. Extend top 6" above pullbox floor. Connect all non-current carrying metal parts in the pullbox to the ground rod with a #6 AWG bare copper conductor.

g] **Installation:** Set pullbox to approximate grade using a minimum of a 24" deep brick throat. Add or remove bricks as required to achieve final cover elevation.

h] **Cable Racks:** Provide fiberglass cable racks in all manholes and pullboxes larger than 18" wide or 36" long (interior) for supporting cables.

7. HOT DIPPED GALVANIZED RIGID STEEL CONDUIT:

Furnish and install PVC Coated Hot Dipped Galvanized Rigid Steel Conduit with PVC coating for underground Electrical Service and Hot Dipped Galvanized Rigid Steel Conduit for interior wiring and feeders in compliance with NYC Electrical Code.

The item shall include the labor material and equipment for installation of conduit with all required accessories such as couplings, bends, elbows, nipples, unions, reducers, strap screws, bolts, nuts, anchors, etc. All the work shall be done in compliance with code requirement. The in-line steel junction boxes and pull boxes as required by the code shall be

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installed and the cost shall be included under this item. All associated material for complete installation of conduit shall be included under each item. The exterior excavation for trenching shall be included under the Item “Unclassified Excavation”.

a] Conduits installed shall be rigid steel with PVC coating for exterior underground.

b] All fittings for galvanized metal conduits shall be of an approved type and shall be malleable iron castings, PVC Coated Hot Dipped Galvanized. Conduit fittings shall be provided with gasket and metal covers and shall be Crouse-Hinds Form 8, or approved equal.

c] Conduits shall be free from blisters, cracks or injurious defects and shall be reamed at each end. All bends shall be of a long sweep free from kinks and of such easy curvature as to permit the drawings in of cable without injury.

d] Conduit ends, except for threaded cast boxes, shall extend into pull or junction boxes, one and one-half inch (1½") and be equipped with approved bushings. Locknuts and bushings shall be provided where conduits terminate in metallic boxes.

e] Conduits shall be of the sizes noted on Contract Drawings which are indicated as the nominal inside diameter and shall be of standard weight and equal in quality as called for in the Standard Specifications of the American Society for Testing and Materials. Minimum size conduit shall be ¾". Each length of conduit shall bear the manufacturer's Trademark or Stamp.

f] Conduits shall have standard conduit threads, clean cut, straight and true. The threads shall be protected during transit and installation, and shall be of sufficient length to permit the proper coupling connections as noted heretofore.

g] Long running threads will not be permitted on any part of the work.

h] All capped conduits shall be provided with a galvanized cast iron conduits rigid cap securely screwed into a clean cut factory threaded end of conduit.

i] When necessary to connect conduits in other than the regular manner, Contractor shall use "Erickson" couplings or approved equal.

j] All conduits which are installed underground shall be not less than eighteen inches (18") below final grade, unless otherwise indicated on the Contract Drawings.

k] Conduit bends shall be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduit of 2-inch size or larger shall be made with a hydraulic or power pipe bender. The radius of the inner edge of any field bend shall be not less than six (6) times the normal diameter of the conduit. Where changes of directions are necessary, long gradual sweeps shall be installed rather than short bends. Pull boxes shall be installed as required to provide a maximum of two (2) right angle bends between pulling points.

l] The Contractor shall bend conduit as required to avoid interferences and provide proper clearance.

m] Where conduits pass through foundation walls, concrete or floors, O.Z. Type "FSK" fitting or approved equal, of proper diameter, shall be installed.

n] Conduits and fittings shall be manufactured by Allied, Triangle, Crouse-Hinds Company, or approved equal.

o] The Contractor shall test and clean all conduits installed under this Contract and all existing conduits to be re-used by pulling a test ball and brush of approved size through

each conduit. If any obstructions remain so that the cleaning devices cannot be rodded or pulled through clearly, the conduit shall be replaced.

After testing and cleaning, each spare conduit shall be left with a ½" nylon pull line in the conduit. Each spare conduit shall be sealed by the use of "Duxseal", or approved equal at the manholes.

p] To seal cables inside conduits entering and leaving manholes, apply untarred, unoiled jute packing around outside of and in the crotch between the cables in such a manner as to completely fill the duct. Use short pieces of the jute (2" to 6") and pack them tightly.

Insert approved duct sealing material, taking care to secure a perfect bond around edge of conduit and cables. Cables shall be kept apart from edge of conduit by sealing material.

q] **Warning Tape:** Contractor shall furnish and install PVC 6" wide warning tape 6" above the conduit installation while back-filling the trench.

8. CABLES & WIRES:

The contractor shall furnish and install new wire and cable as specified on drawings or as directed by Resident Engineer during construction for exterior underground service and feeders.

The work shall include but not limited to furnishing and installation of cable in conduit and boxes including cleaning of the conduits, splices, terminations and final connection on line and load sides of existing and new electrical installations. The cable size not included in above but directed by the Resident Engineer shall be paid with the next higher size specified under this item.

All work shall be done in compliance with NYC Electrical Code.

The work shall include disconnection of existing cables and reconnection to load sides as specified in the contract.

a] All wiring shall be in conduit or protected from mechanical injury by metal coverings. All electrical parts shall conform to the standards of the National Board of Fire Underwriters and the Bureau of Electrical Control and shall comply with the Electric Code of the City of New York. The cable shall be U.L. Listed, or approved alternate, for application in the building Type RHW/THWN/XLP.

b] Wire & cable up to 600v shall be copper and have current carrying capacity not less than indicated and shall conform to the standards of the Underwriter's Laboratories, Inc. Conductor sizes shall be as indicated on the drawings. 75C insulation shall be used for all size of wire, unless otherwise noted on plans and in accordance with the requirements of N.Y.C. Dept. of Buildings, Bureau of Electrical Control.

c] Factory color coding for cable shall be as follows: 120/208 volts black, red, blue, and white; white conductors shall serve as neutral conductors.

d] Unless otherwise particularly approved, no wires shall be pulled in until the conduit system is completed. No grease or oil shall be used to facilitate the pulling of the wires; only approved pulling compound shall be used. All wire shall be continuous between outlets, or from panelboard to the first outlet.

e] Joints that become necessary in circuit work at the outlets shall be made with approved pressure connectors. All joints shall be covered with an insulation equal to that on the

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conductors. Approved pressure connectors, Ideal Wingnuts, Scotch-lock, Buchanan, Thomas and Betts or approved equal, shall be used in lieu of solder and tape. The cost of splices shall be a part of this item.

9. SPLICING:

a] Splices in the run are not permitted.

b] Splicing shall conform to the NYC Electrical Code in accordance with the requirements of the Department of Buildings, Bureau of Electrical Control, "Specification for Single Conductor Wire and Cable".

c] Maintain splices and joints in accessible enclosures, where easy inspection is available.

d] Join, tap and terminate stranded 120/208 volt conductors #6 AWG and larger by means of long barrel copper butt splice crimp sleeves with oil stops, approved taps and two hole compression lugs. Exclude connectors and lugs of the types which apply set screws directly to conductors. Apply pressure indent type connectors, taps and lugs utilizing tools manufactured specifically for the purpose and having features preventing their release until the final pressure has been exerted on the lug or connector. Heat shrink sleeve over entire splice. 3M or approved equal scotch coat over entire shrink sleeve. Wrap one half lapped layer of electrical tape over entire splice. Burndy, T & B, MAC products or approved equal.

Except where wire nuts are used, build up insulation over conductor joints to a value, equal both in thickness and dielectric strength, to that of the factory applied conductor insulation. Insulation of conductor taps and joints shall be by means of half-lapped layers of rubber tape, with an outer layer of friction tape, by means of half-lapped layers of approved plastic electric insulating tape, or (in the case of bolted type connector joints) by means of split insulating casings molded specifically to insulate the particular connector & conductor, and fastened with stainless steel or non-metallic snaps or clips.

Protection:

The Contractor shall protect and be responsible for his materials, tools, work and equipment until completion thereof and until the acceptance of same by the Engineer.

Cable Samples:

1] The Engineer shall take samples of each size of cable not less than ten feet in length for tests. These samples will be taken by the Engineer in the field and he may select same from any reel at random.

2] The Engineer may order any reel delivered to our laboratory for test. Transportation of such reel to and from the laboratory shall be at the expense of the Contractor.

Cable Tags:

Furnish and install approved tags with the wire identification permanently marked thereon so that all wires may be traced from box to box, where splices occur, install a tag on the wire on all sides of every splice. Tag shall be Panduit PLM marker ties, or approved equal.

10. SUBMITTALS:

All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11. The Contractor shall submit for approval, shop drawings, catalog cuts or brochures of the following equipment, but not limited to:

a) Wires, cables, and grounding.
b) Conduits, Junction box & fittings.
c) Electrical panel with all accessories
d) Electrical enclosure NEMA4X
e) Electrical metering equipment
f) Digital time clock
g) Underground pull box
h) LED light with housing
i) Concrete pad
e) Grounding details
f) Warning tape

11. SUBMITTAL OF ELECTRICAL AS-BUILT DRAWING:

Upon completion of work, the Contractor shall submit an as-built drawing of the electrical work performed during construction as per the General Conditions, Section C, Special Provisions, Article 9, "As-Built Drawings".

12. MEASUREMENT & PAYMENT: For furnishing & installing "ELECTRICAL WORK" in accordance with the specifications, contract drawings, and directions of the Engineer, the Contractor shall receive the **LUMP SUM** price bid.

The price bid shall be a **LUMP SUM** price for this item and shall include the cost of all labor, materials, equipment and incidental expenses, including concrete footing, broken stone and rebar, necessary to complete the work. Saw cutting, unclassified excavation shall be paid under their specific contract items.

13. CONTRACTOR'S ESTIMATE FOR ELECTRICAL WORK ITEM:

The Contractor, prior to the start of work, or at any time at the request of the Agency, shall prepare and submit to the Engineer, for approval, a detailed estimate showing a separate labor and material breakdown of work required under the contract, for each of the items listed below. Each item of the detailed estimate shall include its proportioned share of overhead, profit, premium on bond, insurance and all other expenses involved, and the total amount for each of the items shall be summated, and this total shall in turn equal the exact amount of the lump sum price bid.

	DESCRIPTION	LABOR	MATERIAL	TOTAL
1.	Wires, cables and grounding			$_____
2.	Conduits, Junction boxes and fittings			$_____
3.	Electrical panel, circuit breakers and accessories			$_____
4.	Electrical enclosure NEMA 4X			$_____
5.	Metering equipment			$_____
6.	LED lights with housing			$_____
7.	Digital time clock			$_____
8.	Underground pull box			$_____
9.	Concrete pad			$_____
10.	Copper weld grounding rod with clamps			$_____
11.	Warning tape			$_____
			TOTAL: $_____	

END OF PAGE

ITEM NO.102 **DEWATERING**

WORK: Under this item, the Contractor shall furnish and provide all labor, materials, and equipment necessary to execute construction **DEWATERING**, and groundwater control in accordance with the plans, specifications, and all state and local regulations to the satisfaction of the Engineer.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11. The Contractor shall submit the following to the Engineer for review and approval:

A. Dewatering system design complying with performance requirements of project conditions including means and methods, and design criteria for the dewatering system design, which shall be prepared, signed and sealed by a Professional Engineer registered in the state of New York. As part of the dewatering system design, the contractor shall provide his proposed means and methods for groundwater storage, treatment, and/or disposal off site, including the name of an approved disposal facility.

B. Shop drawings accurately showing dewatering system's arrangement, locations, and details of pumps, power units, discharge lines and means of discharge, control of sediment, and disposal of water.

PERMITS: Contractor shall comply with all federal, state, and city laws and shall obtain any necessary permits.

EXECUTION:

A. Contractor shall provide, operate, and maintain an independent dewatering system consisting of pumps, drains, piping, storage containers, spare units available for immediate use in the event of equipment breakdowns, and any other facilities necessary to control water levels in the project working areas. Treatment and disposal of water and sediment shall be done in accordance with all state and local regulations.

B. Contractor shall provide freeze protection for all dewatering hoses, piping, and pumping equipment necessary to execute the dewatering operations during cold weather, including but not limited to insulation, heat wraps, heaters, and/or enclosures. Freeze protection chemicals or solutions shall not be used on site without prior written approval of NYCDPR or other regulating agencies.

C. Contractor shall prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared sub-grades, and from flooding the site and surrounding area. Contractor shall brace or otherwise protect all pipelines and structures against flotation as necessary.

D. Contractor shall execute dewatering operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Contractor shall not

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close or obstruct streets, walks, or other adjacent occupied or used facilities without prior permission from NYCDPR and/or NYCDOT.

E. Provide an adequate system to lower and control ground water to permit excavation and construction of structures, and placement of fill materials on dry sub-grades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations. Open sump-pumping that leads to loss of fines, soil piping, sub-grade softening, and slope instability is not permitted. Reduce hydrostatic head in water-bearing strata below sub-grade elevations of foundations, drains, sewers, and other excavations.

MEASUREMENT AND PAYMENT: For performing construction **DEWATERING** and groundwater control in accordance with the specifications, state and local regulations to the satisfaction of the Engineer, the Contractor shall receive a **LUMP SUM** price bid.

The **LUMP SUM** price bid shall include the cost of all labor, materials, and equipment to install, operate maintain and remove the dewatering system including services of a Professional Engineer, pumps, drains, piping, storage containers, spare units transportation and disposal, permits, as well as groundwater control complete with removal and disposal and any incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

END OF PAGE

ITEM NO.103 **PARK SECURITY LIGHTING**

SCOPE:

Under this item, the work shall consist of furnishing all labor, materials, and equipment necessary to complete all general construction and electrical work for **PARK SECURITY LIGHTING** as indicated on the contract drawings and the specifications, including but not limited to:

1. ELECTRICAL WORK:

The work relating to the security lighting shall be done according to New York City Department of Transportation, Division of Street Lighting (DOT, DSL) Specifications and Standard Drawings.

The Contractor shall obtain copies of DOT, DSL **Specifications and Standard Drawings** books and refer to them for all information (item number and drawing number) stated in contract documents. These books are for sale at:

55 Water Street, New York, NY 10007

DOT, DSL Street Lighting Standard Drawings Book can also downloaded from NYC DOT website.

The work shall include, but not be limited to the following NYC DOT Specifications Items:

NO.	DESCRIPTION
20.01.02	FURNISH AND INSTALL FOUNDATION FOR TYPE "WF" LAMPPOST AS PER DWG FDN-005. (PRICE PER UNIT ITEM)
20.08.01	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION AND RESTORE SURFACE TO ADJACENT FINISH.
21.04.55	INSTALL "FLUSHING MEADOWS PARK" TYPE LAMPPOST AS PER DWG. LP-018. (PRICE PER UNIT ITEM)
21.04.55F	FURNISH "FLUSHING MEADOWS PARK" TYPE LAMPPOST AS PER DWG. LP-018. (PRICE PER UNIT ITEM)
21.09.01	REMOVE PARK TYPE LAMPPOST ON FOUNDATION, WITH ALL ATTACHMENTS, IF ANY (PRICE PER UNIT ITEM)
22.05.26	INSTALL "FLUSHING MEADOWS PARK" TYPE LED LUMINAIRE 70 WATT (MAX) AS PER SPEC# 474 AND DWG LP-018. GROUND WIRE INCLUDED FROM HEAD TO LAMPPOST BASE. (PRICE PER UNIT ITEM)
22.05.26F	FURNISH "FLUSHING MEADOWS PARK" TYPE LED LUMINAIRE 70 WATT (MAX) AS PER SPEC# 474 AND DWG LP-018. FINISH COLOR SHALL BE STANDARD BLACK. (PRICE PER UNIT ITEM)
26.01.02	FURNISH AND INSTALL LONG LIFE PHOTOELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT AS PER SPEC. NO. 504. (PRICE PER UNIT ITEM)

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NO.	DESCRIPTION
27.01.01	FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST AS PER DWG SL-MIS-004. (PRICE PER UNIT ITEM)
28.01.01	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX AS PER DWG SL-MIS-013. (PRICE PER UNIT ITEM)
31.01.02	PAINT A PARK OR PEDESTRIAN TYPE LAMPPOST. (B, BB, E, WE,..ETC) (PRICE PER UNIT ITEM)
33.01.02	FURNISH AND INSTALL #6 AWG XLINK POLYETHYLENE COPPER WIRE IN CONDUIT. (PRICE PER LINEAR FOOT)
33.01.03	FURNISH AND INSTALL #2 AWG XLINK POLYETHYLENE COPPER WIRE IN CONDUIT. (PRICE PER LINEAR FOOT)
33.03.01	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT. (PRICE PER LINEAR FOOT)
35.05.03	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA. (PRICE PER LINEAR FOOT)
35.05.04	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA. (PRICE PER LINEAR FOOT)
35.11.01	REMOVE CONDUIT(S) WITH OR WITHOUT CONDUCTORS AND ASSOCIATED EQUIPMENT ON STRUCTURE OR BUILDING. (PRICE PER LINEAR FOOT)
37.05.09	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG BOX-001. (PRICE PER UNIT ITEM)
37.05.13	REMOVE EXISTING FRAME AND COVER FROM CONCRETE BOX, BACKFILL AND THOROUGHLY TAMP THE EARTH. RESTORE SURFACE TO SURROUNDING CONDITIONS. (PRICE PER UNIT ITEM)

2. COORDINATION:

The contractor shall coordinate with Con-Edison/Utility Company, if required, to provide new or make changes to existing unmetered service to Parks Lighting as shown on the DOT, DSL Plan.

Follow DOT, DSL Street Lighting Electrical Inspection Unit's Acceptance Protocol.

Any field conditions not reflected in plan shall be communicated with and coordinated through Parks Resident Engineer.

3. NOTICE TO BIDDERS:

A. The Contractor shall provide all items of labor and materials not specifically indicated but required to complete the intended installations.

B. The contractor shall coordinate his work so that conflicts in the same location do not occur.

C. The work under this contractor shall be performed simultaneously with work of other trades, so as not to delay progress of work.

D. The Contractor shall provide without additional charge, any work deemed necessary by the utility.

E. Contractor shall arrange and maintain electrical power during the entire construction period.

4. CODES, PERMITS, APPROVALS & INSPECTIONS:

A. All materials and work shall comply with the applicable requirements of the New York City Electrical Code, and all other local laws, ordinances, rules, and regulations having jurisdiction.

B. All required permits, approvals and inspection certificates shall be obtained, paid for and made available by the Contractor at the completion of the work.

C. Upon completion of the work, the Contractor shall furnish Certificates of Approval covering the electrical work installed under this contract. All expenses arising out of the procurements of the above-mentioned certificates shall be paid by the Contractor and shall be included in the contract price.

5. EQUIPMENT & MATERIALS– GENERAL:

A. All equipment and materials for permanent and temporary installation shall be new, unless otherwise indicated on the drawings.

B. New equipment and materials shall be:

i) Without blemish or defect.

ii) Not used for temporary light and power purposes without Engineer's authorization.

iii) In conformance to DOT, DSL Street Lighting Standard Drawings, Specifications, and applicable codes.

iv) Products which will meet with the acceptance of all authorities having jurisdiction over the work.

a) Where such acceptance is contingent upon having the products listed or labeled by Underwriters' Laboratories, Inc., or other qualified approved testing laboratory, the products shall be so listed or labeled.

6. SUBMITTALS:

The Contractor shall submit for approval, shop drawings, catalog cuts or brochures of the following equipment, but not limited to:

A. Wire & cable: XLP

B. Conduit & fitting: H.D. Galvanized Rigid Steel

C. Grounding details.

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D. Lamppost and luminaire

E. Footing details

F. Lamppost I.D. tags.

G. Underground Concrete Box

H. Photoelectric control

Contractor shall ensure to get complete information on equipment for submittal to DOT, DSL.

NOTE: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

7. MEASUREMENT & PAYMENT:

For furnishing & installing "**PARK SECURITY LIGHTING**" in accordance with the specifications, contract drawings, and directions of the Engineer, the Contractor shall receive the **LUMP SUM** price bid.

The price bid shall be a **LUMP SUM** price for this item and shall include the cost of all labor, materials, equipment, and incidental expenses necessary to complete the work.
Saw Cutting, Excavation and Backfill of Unclassified Soil, and Restoration of Pavement shall be paid separately under their respective items.

8. CONTRACTOR'S ESTIMATE FOR PARK SECURITY LIGHTING:

The contractor, prior to the start of work or at any time at the request of the Agency, shall prepare and submit to the Engineer, for approval, a detailed estimate showing a separate labor and material breakdown of work required under the contract, for each of the items listed below. Each item of the detailed estimate shall include its proportioned share of overhead, profit, premium on bond, insurance and all other expenses involved, and the total amount for each of the items shall be summated, and this total shall in turn equal the exact amount of the lump sum price bid.

NO.	DESCRIPTION	LABOR	MAT'L	TOTAL
20.01.02	FURNISH AND INSTALL FOUNDATION FOR TYPE "WF" LAMPPOST AS PER DWG FDN-005. (PRICE PER UNIT ITEM)			
20.08.01	REMOVE STANDARD TYPE ANCHOR BOLT CONCRETE FOUNDATION AND RESTORE SURFACE TO ADJACENT FINISH.			
21.04.55	INSTALL "FLUSHING MEADOWS PARK" TYPE LAMPPOST AS PER DWG. LP-018. (PRICE PER UNIT ITEM)			
21.04.55F	FURNISH "FLUSHING MEADOWS PARK" TYPE LAMPPOST AS PER DWG. LP-018. (PRICE PER UNIT ITEM)			
21.09.01	REMOVE PARK TYPE LAMPPOST ON FOUNDATION, WITH ALL ATTACHMENTS, IF ANY (PRICE PER UNIT ITEM)			
22.05.26	INSTALL "FLUSHING MEADOWS PARK" TYPE LED LUMINAIRE 70 WATT (MAX) AS PER SPEC# 474 AND DWG LP-018. GROUND WIRE INCLUDED FROM HEAD TO LAMPPOST BASE. (PRICE PER UNIT ITEM)			
22.05.26F	FURNISH "FLUSHING MEADOWS PARK" TYPE LED LUMINAIRE 70 WATT (MAX) AS PER SPEC# 474 AND DWG LP-018. FINISH COLOR SHALL BE STANDARD BLACK. (PRICE PER UNIT ITEM)			
26.01.02	FURNISH AND INSTALL LONG LIFE PHOTOELECTRIC CONTROL WITH SURGE PROTECTION FOR LED LIGHT AS PER SPEC. NO. 504. (PRICE PER UNIT ITEM)			
27.01.01	FURNISH AND INSTALL ALUMINUM TAG ON A LAMPPOST AS PER DWG SL-MIS-004. (PRICE PER UNIT ITEM)			
28.01.02	FURNISH AND INSTALL COPPER WELD GROUND ROD AND CLAMP IN DIRT AREA, BURIED BOX, SIDEWALK OR ROADWAY BOX AS PER DWG SL-MIS-013. (PRICE PER UNIT ITEM)			

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NO.	DESCRIPTION	LABOR	MAT'L	TOTAL
31.01.02	PAINT A PARK OR PEDESTRIAN TYPE LAMPPOST. (B, BB, E, WE,..ETC) (PRICE PER UNIT ITEM)			
33.01.02	FURNISH AND INSTALL #6 AWG XLINK POLYETHYLENE COPPER WIRE IN CONDUIT. (PRICE PER LINEAR FOOT)			
33.01.02	FURNISH AND INSTALL #2 AWG XLINK POLYETHYLENE COPPER WIRE IN CONDUIT. (PRICE PER LINEAR FOOT)			
33.03.01	FURNISH AND INSTALL #6 BARE COPPER CONDUCTOR IN CONDUIT. (PRICE PER LINEAR FOOT)			
35.05.03	FURNISH AND INSTALL 1-1/2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA. (PRICE PER LINEAR FOOT)			
35.05.04	FURNISH AND INSTALL 2" HOT DIPPED GALVANIZED STEEL CONDUIT IN OPEN TRENCH AREA. (PRICE PER LINEAR FOOT)			
35.11.01	REMOVE CONDUIT(S) WITH OR WITHOUT CONDUCTORS AND ASSOCIATED EQUIPMENT ON STRUCTURE OR BUILDING. (PRICE PER LINEAR FOOT)			
37.05.09	FURNISH AND INSTALL TYPE 2418 ROADWAY CONCRETE BOX WITH CAST IRON FRAME AND COVER WITH TAMPER PROOF BOLTS AS PER DWG BOX-001. (PRICE PER UNIT ITEM)			
37.05.13	REMOVE EXISTING FRAME AND COVER FROM CONCRETE BOX, BACKFILL AND THOROUGHLY TAMP THE EARTH. RESTORE SURFACE TO SURROUNDING CONDITIONS. (PRICE PER UNIT ITEM)			
TOTAL				$_____

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ITEM NO. 104 **GARDEN PIPE RAILING**

WORK: Under this Item, the Contractor shall furnish and erect **GARDEN PIPE RAILING** of the dimensions shown on the plans or directed by the Engineer, in accordance with the plans and specifications.

COORDINATION: The work of this Item shall be coordinated with the work of CONCRETE CURB item.

MATERIAL: Unless otherwise specified herein, all materials and methods of construction shall conform to applicable portions of Section B, "Materials and Methods of Construction".

All posts, railing, dowels, sleeves and single and double spline locks for joining sections of railing shall be galvanized steel pipe in accordance with ASTM Specification F-1083, ASTM A-53, and ASTM A-108-13 schedule 40, and shall be as shown on plans and shop drawings. All materials as delivered shall be in condition for erection without field fitting or cutting.

WELDING: Welding shall be done by competent mechanics as specified under Section B, "Materials and Methods of Construction" and all welds shall be ground smooth prior to hot-dip galvanizing and Duragalv coating. All welds shall be spot primed immediately after welding in the shop with a protective zinc-rich metal primer.

SURFACE COATINGS: After welding, all posts, railings and castings shall be powder coated with either polyvinyl chloride (PVC) or TGIC-Polyester, (PVC coating shall be 10 to 15 mils thick, TGIC- Polyester shall be 3 to 6 mils thick) or as otherwise shown on the drawings.

Galvanizing of all components shall provide an acceptable substrate for applied powder coatings. No lacquer, urethane or other coatings which would prevent proper adhesion of powder coating shall be applied to the pipe.

The powder coating shall be applied to the galvanized surfaces in such a manner that the coating will not peel off. Ensure surfaces to be coated are clean and my and free of grease, dust, rust, etc. All coated parts shall first receive phosphating and chromatizing treatments to improve the adhesion of the surface coating.

Color to be black unless otherwise indicated on the plans. The entire railing installation shall be coated with one of the two following types of powder coating as shown on the plans. All railing components shall be coated on all surfaces.

PIPE SPLICE: Galvanized Steel Double Splice-Lock, 6" length, shall be by Wagner Companies or approved equal. Set screws shall be placed on the underside of the pipe, hidden from view.

TYPE I -Polyvinyl Powdercoating: PVC Powdercoating shall be applied to the galvanized steel or iron by the fluid bed method to a preheated base which has been cleaned and primed prior to submersion in vinyl, resulting in a firm bond between the PVC and the metal. PVC shall be applied

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to a film thickness of 10 to 15 mils without voids, tears or cuts that reveal the substrate and shall thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

TYPE II- TGIC-Polyester Powder Coating: TGIC-Polyester Powder coating shall be applied to the galvanized steel or iron in such a manner that the coating will not peel off. The TGIC-Polyester shall be applied at a film thickness of 3 to 6 mils by electrostatic spray process and bake finished per manufacturer's directions. The TGIC-Polyester shall be applied without voids, tears or cuts that reveal the substrate and shall thoroughly adhere to the metal without peeling when scratched with a pick device or knife blade point.

TESTS:

Field Test For PVC Powdercoating: As per AS1M F668, three sample sections of the PVC powder coated railing shall be tested for bonding of the powder coat to the metal. Each test will consist of making two cuts parallel to the axis of the pipe or casting through the coating, approx. 1/16 inch (1.6mm) apart, at least 1/2 inch (12.7mm) long. With a knife, peel back a section of the coating between 1/8 inch (3.2 mm) and 1/4 inch (6.4 mm) long to produce a tab. Attempt to remove the 1/16 inch (1.6 mm) strip of coating by pulling tab. The railing shall be deemed acceptable if the coating breaks rather than separates from the metal on all three samples.

Laboratory Test For TGIC-Polyester Powder Coating: At the discretion of the Engineer, a sample of the TGIC-Polyester powder coated garden pipe railing shall be laboratory tested for bonding of the powder coating to the metal. Test shall be the Cross Hatch test per ASTM D3359, Method B. Failure to satisfactorily pass this test shall be a basis for rejection.

Touch-up & Repair: For minor damage caused by installation or transportation and field welded metal powder coated surfaces, clean welds, bolted connections, and abraded areas.

1. On damaged galvanized surfaces, apply organic zinc repair paint complying with ASTM A780. Galvanizing repair paint shall have 65 percent zinc by weight. Thickness of repair paint shall be not less than that required by ASTM A123.

2. On damaged powder coated surfaces, touch-up finish in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of six feet (6').

ERECTION: The posts shall be set in holes which shall have been formed in the concrete curbs, walls or footings, as shown on the plans or directed by the Engineer. After the posts have been set in place and properly supported to hold them to line and grade, the remaining space shall be neatly filled with a grout consisting of one (1) part of cement and two (2) parts sand, color to match color of colored concrete curb. All dowels shall be pinned as shown on the drawings. No sharp bends or kinks in the garden pipe railing shall be permitted in the final alignment and all work shall be performed in accordance with the drawings.

SUBMITTALS: All submittals shall be submitted in accordance with the requirements of the

General Conditions, Section C, Special Provisions, Article 11.

Shop Drawings: Contractor shall submit shop drawings including complete details of railing construction, height, post spacing layout, dimensions, and concrete footing detail prior to manufacture.

Certificate: Contractor to submit certification that material used complies with this specification.

Samples: The Contractor shall submit for approval fully fabricated and finished sample which includes all parts of the railing (galvanized, powder coated post, rail, and splice lock). The workmanship and finish of the final product shall be equal to the approved samples.

MEASUREMENT AND PAYMENT: The quantity of **GARDEN PIPE RAILING** to be paid for under this Item shall be the number of **LINEAR FEET** of railing, furnished and erected complete in accordance with the plans, specifications, and directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of garden pipe railing and shall include the cost of furnishing all labor, materials, and equipment necessary to erect railing complete, including powder coating and powder coating touch-up, welding, and all incidental expenses necessary to complete the work in accordance with the plans and specifications to the satisfaction of the Engineer.

Excavation and Concrete Curb shall be paid for separately under their respective contract Items.

E N D O F P A G E

ITEM NO. 105 **STEEL TABLE SET WITH CANOPY – SURFACE MOUNTED**

WORK: Under this item, the Contractor shall furnish, assemble, and install **STEEL TABLE SET WITH CANOPY– SURFACE MOUNTED** in accordance with the plans, specifications and directions of the Engineer.

MATERIALS: Unless otherwise specified all materials and methods of construction shall meet the requirements of Section B, Material and Methods of Construction.

Table Sets with Canopy: All table sets shall be constructed of a powder coated frame and perforated, thermoplastic coated steel top and seats. Table set shall be "Charlie" style 67" oval table with umbrella hole and disc umbrella as manufactured by Landsacape Forms, Kalamazoo, MI or approved equal. Table tops and seats shall be coated with oven fused functionalized polyethylene copolymer-based thermosplastic. Color shall be as shown on contract drawings and approved by the Landscape Architect.

Hardware: All fasteners shall be stainless steel.

INSTALLATION: The table sets with canopy shall be assembled on a clean, flat, solid, and surface. The manufacturer's instructions for assembling the table sets shall be followed carefully. Table sets shall be installed in its final location and properly secured in place by anchor bolts drilled into the pavement in accordance with contract drawings.

Touch-up and Repair: For all exposed hardware and minor damage caused by installation, transportation, field welding and cutting of metal powder coated surfaces:

1. Clean welds, bolted connections, abraded or sawcut areas.
2. On welded and cut surfaces, apply organic zinc repair paint complying with ASTM A780, then repair powder coating per below. Galvanizing repair paint shall have 65 percent zinc by weight.
3. On exposed hardware or damaged powder coated surfaces, touch-up shall be in conformance with manufacturer's recommendations. Provide touch-up such that repair is not visible from a distance of six (6') feet.

SUBMITTALS: All submittals shall be in accordance with the requirements of Section C, Special Provisions, Article 11.

Shop Drawings: Shop drawings shall indicate all components, connections, and steel gauges and sizes and details of all members in installed position as well as anchor bolts and anchor depth in pavement.

Manufacturer's Maintenance Instructions: Contractor shall supply a complete set of manufacturer's installation and maintenance instructions, recommendations and guidelines.

MEASUREMENT AND PAYMENT: For furnishing and installing **STEEL TABLE SET WITH CANOPY – SURFACE MOUNTED** in accordance with the plans, specifications, and directions of the Engineer, the Contractor shall receive the unit price bid.

The price bid shall be a unit price for **EACH** Steel Table Set With Canopy – Surface Mounted, furnished and installed, including the cost of all labor, materials, and equipment, including anchoring into pavement, touch-up paint and all incidental expenses necessary to complete the work in accordance with the plans and specifications, to the satisfaction of the Engineer.

Excavation and pavement shall be paid for separately under their respective contract items.

E N D O F P A G E

ITEM NO. 106 LANDSCAPE BOULDERS

WORK: Under this Item, the Contractor shall furnish and install **LANDSCAPE BOULDERS** in accordance with the plans, specifications, and directions of the Engineer.

MATERIALS: Unless otherwise herein specified, all materials and methods of construction shall comply with Section B, "Materials and Methods of Construction".

Boulders: The landscape boulders shall be rectangular, clean, smooth, sound, durable, and within a color range of grays. The boulders shall be of various sizes as shown on contract plans. Boulders shall be schist, or other equivalent stone type as determined by the Engineer. All boulders shall be as supplied by Champlain Stone, Ltd., Warrenburg, NY, or approved equal.

The Landscape Architect and Resident Engineer shall accompany the Contractor on an inspection of the boulders at the proposed source(s) of supply and shall select the boulders to be used. The Contractor shall pay all costs incurred by the inspection of the material, and the Contractor shall provide transportation for the Landscape Architect and the Resident Engineer from the work site of the contract to the source(s) of supply and back again. Substitutions of other types of stone will not be permitted unless approved in writing.

If the Landscape Architect does not choose to travel to the source(s) of supply to inspect the boulders, the Contractor shall submit photos of the selected boulders to the Landscape Architect for approval.

Foundation Material: Material for Foundation shall be a straight run of single size aggregate and shall consist of either all one and one half inch (1 ½") stone or all three-quarter inch (3/4") stone in accordance with ASTM C33, free from organic or other deleterious material. In addition, Foundation Material may contain no more than five percent (5%) of fines, defined as aggregates passing a No. 4 sieve or smaller.

The Magnesium Sulfate Soundness loss after ten (10) cycles shall be eighteen percent (18%) or less, as per ASTM C88. Coarse aggregate shall be broken stone or gravel of approved quality and conforming to the requirements of Section B, "Materials and Methods of Construction".

INSTALLATION:

Preparation of Fine Grade: Before any materials are placed upon the fine grade, the fine grade shall be prepared to line and grade and compacted where practicable with an approved self-propelling roller weighing not less than ten (10) tons. All hollows and depressions which develop under rolling shall be filled with acceptable material and shall again be rolled. This process of shaping, filling, and rolling shall be repeated until no depressions develop.

The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade shall not be muddy or otherwise

unsatisfactory. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

Spreading of Foundation Material: Material Foundation shall be evenly spread on a prepared sub-grade in the position shown on the plans or directed by the Engineer, in three inch (3") layers, each layer to be rolled while wet with a seven (7) to twelve (12) ton tandem roller (or other approved method satisfactory to the Engineer), to the thickness shown on the plans or as directed by the Engineer.

Landscape Boulders: The size and organization of the boulders shall vary to create a naturalistic effect. The locations of these boulders shall be designated on the plans, and the exact locations shall be as directed by the Resident Engineer and the Landscape Architect. No boulders shall be placed unless the Engineer or the Landscape Architect is on site to direct the work.

The landscape boulders shall be set and securely embedded on a six (6") inch bed of Foundation Material or as shown on the plans. One-third (1/3) to one-fourth (1/4) of the boulder shall be set below finished grade to the complete satisfaction of the Engineer. Landscape boulders shall be set in such a manner where there shall be a minimum six (6") inch gap between each boulder.

All landscape boulders shall be clean. Boulders, which in the opinion of the Engineer, are not satisfactorily clean shall be well washed before being placed. After the boulders are secured in place, the Contractor shall backfill the area around the boulder and in between the gaps with shredded bark mulch and planted landscape in a suitable manner to return the ground to grade and to blend with the surrounding area to produce a naturalistic effect.

SUBMITTALS: All submittals shall be as specified in Section C, Special Provisions, Article 11. The Contractor shall submit the following for review and approval prior to manufacture.

Photographs: If the Landscape Architect declines to accompany the Contractor to an inspection of the boulders at the proposed source(s) of supply, the Contractor shall be required to submit for approval clear, high resolution photos from various angles sufficient to accurately and completely depict the appearance and the measurements of individual boulders selected at the source(s) of supply.

Samples: The Contractor shall submit stone samples of six inches (6") in diameter minimum of the type of stone they propose to supply for approval. The samples shall be of adequate size to show the extreme ranges of color, texture, and finish of the proposed landscape boulders incorporated into the project. No boulder work shall proceed without the approval of the Engineer and Landscape Architect.

MEASUREMENT AND PAYMENT: The quantity of **LANDSCAPE BOULDERS** to be paid for under this item shall be the number of **CUBIC YARDS** of boulder, furnished and placed in accordance with the plans, specifications, and the direction of the Engineer.

The price bid shall be a unit price per **CUBIC YARD** of Landscape Boulders installed and shall include the cost of all labor, material, and equipment required, including transportation for the

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Landscape Architect and the Resident Engineer to select the boulders, foundation material, and all incidental expenses necessary to complete the work in accordance with the plans, specifications, and to the satisfaction of the Engineer.

Excavation shall be paid for separately under its own respective contract Item.

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ITEM NO. 107 GRANITE CURB

WORK: Under this Item, the Contractor shall furnish and install **GRANITE CURB** in accordance with the plans, specifications, and as directed by the Engineer.

MATERIALS: Unless otherwise specified herein, all materials and methods of construction shall conform to Section B, "Materials and Methods of Construction."

Granite Curb: Granite Curb shall be as NYC DOT standard Type 1, Class A, as indicated on the plans. Granite shall be of standard grade, free of cracks, seams or starts which may impair its structural integrity or function. The curb shall be of the dimensions indicated on the plans and shall be of uniform width at the top. The exposed face, back ends and tops of curb stone shall be finished to a true plane not exceeding three-sixteenths (3/16") inch. Maximum variation in thickness from that indicated shall not exceed three-eights (3/8") inch. The exposed face, back edges and tops of curb stone shall have a thermal finish unless otherwise specified. Stone shall be gray in color to match the color of the existing stone curb as closely as possible.

Concrete Cradle: Material for Concrete Cradle for curb shall be as specified for "Average Concrete" or as indicated in the drawings.

Mortar: The mortar shall be composed of one part of Portland Cement and a maximum of two (2) parts of sand with not more than five percent (5%) of the Portland Cement content of hydrated lime or lime putty, as specified in Section B. The Contractor shall add "Laticrete: Admixture", by Laticrete Int'l., Inc., Bethany, Ct. or approved equal, to the mortar, as per the manufacturer's directions.

INSTALLATION: Existing granite curb shall be removed from their concrete setting at locations as shown in the drawings and as directed in the field by the Engineer. The work of removing the existing granite shall be paid for separately under its respective Items. Store granite above ground on level, non-staining blocking. Cover with weatherproof coverings to prevent staining by weather, dirt, mud, oils and grease. Carefully handle to prevent chipping and cracking and any other damage which impairs strength, durability, and appearance. Discard and remove damaged materials from job site.

Maintain materials and surrounding air temperature minimum of above 50 degrees Fahrenheit, prior to, during, and 48 hours after installation. During freezing or near freezing weather, provide adequate equipment and cover to protect completed portions of work to maintain minimum temperature of above 50 degrees Fahrenheit.

Preparation of Grade: Before any work is started the grade shall be prepared to line and grade shown on plans and compacted. The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade shall not be muddy or otherwise unsatisfactory when the foundations and slabs are poured. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

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Concrete Cradle: The concrete base cradle shall be "Average Concrete" and shall conform to the dimensions as shown on plans. Wet foundation material course immediately before concrete is placed. The concrete shall be placed within the forms and thoroughly tamped until the surface is at the required grade.

All forms for concrete base shall be constructed of good quality, new, sound lumber with sufficient strengths, bracing and ties shall retain their shape and position during, and after pouring of concrete. They shall produce plumb, true and even surfaces. Removal of forms shall be subject to the Engineer's approval. Time lapse after placement of concrete shall depend on curing procedure, prevailing temperatures, etc.

No concrete shall be placed until the Engineer has inspected the placing of the reinforcement metal and gives permission to place the concrete.

Setting: Curb shall be reset with close joints as shown on the plans. The top front edge of the curb shall present a fair and unbroken line and the face, a vertical plane surface. Granite curbs shall be clean before being placed. All curb pieces, which in the opinion of the Engineer are not satisfactorily clean, shall be washed before placing. Granite shall be tested with a straight edge and any depressions exceeding one-quarter (1/4") inch shall be corrected and brought to proper grade. All stones disturbed in making replacements or correcting depressions shall be settled in place by ramming.

Filling Joints: The joints shall be completely filled with a cement mortar mixture of one-part Portland Cement and two parts sand. The mortar shall be firmly packed in the joints between curbstones. Immediately after the joints are filled, the pavement shall be swept clean. The finished surface shall be free of all cement stain and excess mortar to the satisfaction of the Engineer.

PROTECTION: Protect granite during handling and storage. Store granite above ground on level, non-staining blocking, cover with weatherproof coverings to prevent staining by weather, dirt, mud, oils and grease. Carefully handle to prevent chipping and cracking and any other damage, which impairs strength, durability, and appearance. Discard and remove damaged materials from job site.

All fresh mortar work shall be carefully protected from freezing and from drying effect of the sun and wind, and if required, it shall be sprinkled with water at such intervals and for such time as may be directed. Stonework shall be protected from injuries of all sorts, and all portions which may become damaged or may be found defective shall be repaired, or if directed, removed and rebuilt. No mortar work shall be laid or relaid when the temperature is below 40 degrees Fahrenheit.

SUBMITTALS: All submittals shall be in accordance with the requirements of the General Conditions, Section C, Special Provisions, Article 11.

Samples: The Contractor shall submit two (2) 12" x 6" sample of the granite specified for the Landscape Architect's approval. The samples show extreme ranges of color, texture, and the specified finish. All granite incorporated in the work shall conform to the approved samples. The samples shall be clearly labeled with Contract No., manufacturer, and finish. The contractor shall also provide samples of mortared joints for color and tooling.

MEASUREMENT AND PAYMENT: The quantity of **GRANITE CURB** to be paid for under this Item shall be the number of **LINEAR FEET** of granite curb furnished and installed in accordance with the plans, specifications and directions of the Engineer.

The price bid shall be a unit price per **LINEAR FOOT** of **GRANITE CURB** furnished and installed, and shall include the cost of all labor, materials, and equipment required granite curb, concrete cradle, mortar and all incidental expenses necessary to complete the work, all in accordance with the plans and specifications, to the satisfaction of the Engineer.

Additional excavation, if required, shall be paid for separately under their respective contract Items.

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CITY OF NEW YORK

DEPARTMENT OF PARKS & RECREATION